



December 11, 2015

Ms. Susan Morales
EPA Region 10
1200 Sixth Avenue, Suite 900
Seattle, WA 98101

Re: Transmittal Letter for Brownfields Cleanup Grant
EPA-OSWER-OBLR-15-06
3607 and 3609 Spenard Road, Anchorage, Alaska

Dear Ms. Morales:

On behalf of Cook Inlet Housing Authority (CIHA), we appreciate the EPA's consideration for funding for the cleanup of the property we own in the neighborhood of Spenard. We are an experienced affordable housing developer in Anchorage serving as both the Regional Housing Authority as well as the Tribally Designated Housing Entity for Cook Inlet Region, Inc. We have a proven track record of infill and redevelopment in Anchorage's older neighborhoods, including brownfield sites.

We purchased this property to ensure there would be clean-up of the petroleum that was migrating off site and affecting neighboring properties, including our own. We own 18 other properties surrounding this site and plan to revitalize the area with affordable housing in the form of townhouses and residential mixed-use buildings. After a challenging acquisition, we are ready to begin remediation in 2016.

We are a respected development partner in the community and manage over 1,300 housing units and have over 100 under construction. We have experience administering grants and are committed to meeting all of the reporting and programmatic requirements. Should we be awarded an EPA Cleanup Grant, we have the capacity to transform a former fueling and repair station into safe affordable housing. The EPA has been an essential partner in two prior Targeted Brownfield Assessments (this site and the former Wizard Wash site in Mountain View); the Wizard Wash site is now the location of a mixed use building with ground floor retail and 12 units of housing.

The following represents the required information of the transmittal letter.

Applicant Identification: Cook Inlet Housing Authority
3510 Spenard Road, Suite 100
Anchorage, Alaska 99503

Applicant DUNS Number: 10-287-9293

Funding Requested: Cleanup grant

Federal Funds Requested: \$200,000, no cost-share requested

Contamination: Petroleum

Location: Anchorage, Alaska

Property Name and Complete Site Address: Tesoro/Olson Site "Alpina"

3607 and 3609 Spenard Road

Anchorage, Alaska 99503

Project Director: Tyler Robinson, Director, Development Planning and Finance

3510 Spenard Road, Suite 100

Anchorage, Alaska 99503

Phone (907) 793-3721

Fax (907) 793-3070

trobinson@cookinlethousing.org

Chief Executive: Carol Gore, CEO and President

3510 Spenard Road, Suite 100

Anchorage, Alaska 99503

Phone (907) 793-3000

Fax (907) 793-3070

cgore@cookinlethousing.org

Date Submitted: December 18, 2015

Project Period: May 2016 – October 2017 (18 months)

Population: The 2014 population of Alaska is 735,601 and Anchorage is 300,549. The population of the primary Census Tract representing Spenard is 3,748, and the broader Spenard-Midtown Area is approximately 7,942. Given the central location of the site, the area is important for both commercial and residential redevelopment in areas that are already developed and served by infrastructure.

The Other Factors Checklist is attached. We have firm commitments for cleanup and we are employing green practices in both clean-up as well as redevelopment.

We appreciate the EPA's consideration for funding of our application. We hope to expand our partnership through the receipt of an EPA Brownfields Cleanup Grant so that we may continue to revitalize the Spenard neighborhoods and provide needed affordable housing in Anchorage.

Regards,


Carol Gore
President/CEO

Appendix 3 Cleanup Other Factors Checklist

Name of Applicant: Cook Inlet Housing Authority

Please identify (with an **x**) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Targeted brownfield sites are impacted by mine-scarred land.	
x Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	8
Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a “manufacturing community” designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation which demonstrate either designation as one of the 24 recipients, or relevant pages from a recipient’s IMCP proposal which lists/describes the core partners and implementation strategy parties.	
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, applicant must attach documentation.	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
|---|--------------------|
| 1. Transmittal Letter including Other Factors Checklist | (IV.C.1) |
| 2. Narrative Proposal | (V.B) |
| 3. Attachments | |
| a. Threshold Documentation | (III. B and III.C) |
| b. Letter from State Authority | (III. C. 2) |
| c. Letters of Commitment | (V.B.3) |
| d. Leveraged Funds Commitments | (V.B.2.c) |
| e. Community Notification Documentation | (III.C.6) |
| f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) | (III.C.6) |
| g. Documentation of Non-Profit Status (if applicable) | N/A |
| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |

1. COMMUNITY NEED (20 points)

a. Targeted Community and Brownfields (8 points)

Targeted Community Description

The State of Alaska has a 2014 population of 735,601; the Municipality of Anchorage (MOA), 300,549. As the primary economic hub for the state, the MOA's 64,500 acre urban area is home of most of the state's population. The city resides in what is referred to as the 'Anchorage Bowl', a metaphor that describes the geography created by surrounding mountain and the waters of Cook Inlet. Streams and creeks drain the snowmelt from mountains and flow to Cook Inlet through the city and guide the pattern of urban development. The result is a small city with abundance of natural assets; 223 city parks covering 10,946 acres of land and 250 miles of trails and greenbelts connect the city with the surrounding natural open space and wildlife habitat found in federal forests, wildlife reserves and state parks. The site for this brownfield cleanup grant application is located in the center of the city and in one of the older neighborhoods of Spenard. Given the location of the site, the area is important for both commercial and residential redevelopment because it is served by existing roads, utilities, public transportation and located near three of the city's largest employment centers. Spenard is known as a colorful, unique and proud neighborhood that was its own city before unification of the Municipality of Anchorage in 1975. With a Census Tract population of approximately 7,942, the area sports a diverse population and eclectic mix of development with everything from 1950's log cabin homes, 1960's drive-up retail strip malls, manufactured trailers and industrial warehouses to brand new hotels and office buildings. Having grown without formal urban planning, many lots along Spenard Road can be small and irregular, responding to the topography and natural features. Many properties contain original structures which are now obsolete and blighted; 25% of the residences in this census tract are more than 35 years old and the trailer parks have trailers manufactured before 1979; they are energy inefficient and were constructed with materials now considered unsafe. It is not uncommon to see incompatible land uses such as used car lots and light industrial operating next to single family homes.

In 1998, the Anchorage 2020 Comprehensive Plan identified 23 percent of the Anchorage Bowl as undeveloped, with a large portion of it undesirable for development due to environmental constraints (steep slopes, wetlands, and poor soils). The last fifteen years have seen the bulk of this land developed. Perhaps a surprise to those new to Anchorage, the largest city, in the largest in the least populated state has a very limited supply of developable land. The 2012 Anchorage Housing and Market Analysis found that the remaining acreage of buildable residential land (5,824 acres) was mostly zoned for single family and large lot parcels, and short of any significant policy changes, the MOA would be 8,852 units of housing short by the year 2030. For Anchorage to meet the estimated population growth and remain a desirable place for residents and businesses to locate, redevelopment of older parts of the Anchorage Bowl is essential. The Spenard neighborhood has significant need to increase the livability and economic vitality but comes with many hurdles such as contamination and potential brownfields and these are common in Anchorage's older neighborhoods.

75% of the housing stock in Spenard was built prior to 1980 compared with the state at 42% and Anchorage at 49%; the housing in this neighborhood is either pre-1960s (considered early years in Anchorage) and was built from readily available materials or apartment buildings built during economic 'boom' from the discovery of oil in Prudhoe Bay in 1968 and construction of the Trans-Alaska Pipeline System in mid-1970's. Having been built quickly and inadequately maintained, the neighborhood attracts little outside investment. Although the older housing is substandard, the market conditions are such that 2015 AHFC Rental Market Survey reported MOA vacancy rates are low at 3.9% and average rents are high at \$1,255/month. The market demand combined with existing patterns of development and aging infrastructure present both a need and challenge for private and public redevelopment. The resulting story of Spenard is one of a community that has very few quality housing choices; the residents live in the neighborhood because housing is cheap and located near jobs and public services.

Demographic Information

The uncertainties associated with acquisition and redevelopment of properties burden the Spenard neighborhood, which is more diverse than both the city and state, and much poorer as well (see below).

	Target (Census Tract 20)	Anchorage	Alaska	National
Population:	3,748 ¹	291,826 ¹	710,231 ¹	308,745,538 ¹
Unemployment:	9.7% ¹	4.7% ⁴	6.3% ⁴	7.2% ²
Poverty Rate:	14.1% ¹	7.7% ¹	9.6% ¹	15.1% ³
Percent Minority:	43.7% ¹	37.4% ¹	36.9% ¹	26.7% ¹
Median Household Income:	\$41,250 ¹	\$76,495 ¹	\$69,917 ¹	\$49,445 ³
Cost of Living Index 2015 ⁵		128.4		100
¹ Data is from the 2010 US Census data available at www.census.gov				
² Data is from the Bureau of Labor Statistics available at www.bls.gov				
³ Data is from the 2010 American Community Survey available at www.census.gov/newsroom/releases/archives/income Survey available atwealth/cb11-157.html				
⁴ Data is from Alaska Department of Labor and Workforce Development at http://live.laborstats.alaska.gov/labforce/				
⁵ Cost of Living Index http://www.infoplease.com/business/economy/cost-living-index-us-cities.html				

More than 75% of Spenard residents rent housing compared to Anchorage (40%) and entire state at 36% making this one of the highest rental areas in the city. 27% of residents over 25 years of age have not graduated from high school, and 44% of the residents are minorities (American Community Survey, 2008-2012). The local elementary school is a Title 1 school with 100% of students considered economically disadvantaged and 67% are bilingual. The Spenard area's 2015 Community Needs Index (CNI)- an indicator of a community's need for health care services and based on 'barrier scores' for income, culture, education, employment, insurance and rental housing - is the highest in Anchorage at 4.8/5 compared to the overall city CNI score of 3.4/5, indicating this area is at risk of poor health (Dignity Health, 2015). Over 30% use alternative means of transportation to get to work; in an automobile dependent community, this suggests that the alternative is not a matter of choice.

Brownfields

In addition to the subject property, other brownfield sites exist in and around the Spenard corridor. In an effort to fully inventory these properties, the Alaska Department of Environmental Conservation (DEC), funded a Cook Inlet Housing Authority (CIHA) request for a Property Assessment and Cleanup Plan (PACP) for a portion of the area. The purpose of the PACP was to identify known and potentially environmental conditions that could pose potential risk to human health of the environment and otherwise pose obstacles to community wide reuse and redevelopment initiatives. The report identified sites with potential USTs and ASTs, structures with potential asbestos-containing materials (ACMs), current and/or former trailer courts, DEC-listed contaminated sites (including LUST sites), and other land uses that are commonly associated with environmental contamination (e.g. gas stations, dry cleaners, maintenance shops, etc.). Ultimately, the report identified 14 UST sites, (three active LUST sites including the subject site), and five contaminated sites (three active). Because the Spenard neighborhood developed before natural gas service became available, 30 sites were presumed to have heating oil tanks for the structures. In addition to the environmental concerns, many of the properties in the study area have a deteriorating building on the site. When combined with other undesirable land uses, vacant land, dilapidated and blighted buildings, the target section of Spenard Road is one in which most Anchorage residents just want to drive through on their way to more affluent areas in South Anchorage (the highway connection is located near this intersection). In sum, the contamination like that on the subject property is affecting groundwater and other properties, but more importantly, the totality of site conditions are such where most individual developers feel paralyzed to affect any real change.

During initial due diligence in purchasing a property adjacent to the subject site, CIHA discovered that the groundwater was contaminated, and the subject property was the source. Upon learning this and sharing this information with the community, CIHA engaged in a plan to obtain site control of the subject property, undertake environmental assessment, negotiate a Prospective Purchaser Agreement with the DEC, and ultimately seek funding and engage in cleanup. The former industrial uses on the property (gasoline filling station, auto shop, salvage yard and wood lot) are not in character with the future vision for the neighborhood, and its location at the prominent

intersection of 36th Avenue and Spenard Road made it visible blight. For all of these reasons CIHA purchased the subject property in 2013 to redevelop the site with housing and mixed-use retail and help stimulate new development in Spenard.

Cumulative Environmental Issues

The Spenard neighborhood is not only affected by brownfields but other environmental conditions such as traffic accidents and poor air quality from dust and noise. Spenard road is a curvy through street that stands out on any map of Anchorage and its grid of streets. The organic shape is said to be the result of Joe Spenard who travelled by dog sled from the original Anchorage townsite through the woods to the area he first settled in the 1910s. Local residents refer to the middle curve of Spenard at 36th Avenue that bends a full 90 degrees as Dead Man's curve. The West Anchorage District Plan, adopted by the Anchorage Assembly in 2012, describes this section of Spenard as follows: "This middle section ... includes the largest variety of land uses, the highest vacant parcel count, and some of the oldest buildings. Business turnover appears to have been the highest here over the past few decades. The presence of two large curves, numerous direct access driveways, irregular curb and gutter, and nearly nonexistent sidewalks combine to make this stretch of the corridor the least safe section of Spenard Road. There is essentially no open space or nearby parkland." The plan also identifies the area at Spenard and 27th Avenue as having the highest number of vehicle crashes on Spenard. In an area already challenged with seasonal stretches of darkness and the snow/ice of a northern climate, the need for traffic control and safe pedestrian routes have impacted this community's overall health and wellbeing.

The Spenard neighborhood is home of Lake Spenard and Lake Hood which host the world's busiest sea plane base, averaging 190 small engine aircraft operations per day from the nearly 800 planes based there and use both water landing areas as well as it's gravel strip. Directly next to this is Anchorage International Airport a passenger and cargo facility and the fourth largest cargo facility behind Hong Kong, Memphis and Shanghai. With the added commercial jet traffic to this growing facility, the airport had to complete a federally funded noise study and abatement program. In addition to the traffic conditions and noise, the air quality of Anchorage can be affected by fine particulates on a seasonal basis and sometimes exceeds federal standards. Dust from roads, which get sanded throughout winter, unvegetated lots, glacial silt and forest fires has historically caused the air quality levels to be high.

b. Impacts on Targeted Community (5 points)

The contamination from petroleum and the environmental issues from traffic, noise and poor air quality have impacts on the health of the residents, the groundwater used for drinking as well as resulting land uses of the properties in the area.

CIHA's recent removal of the old buildings has reduced the potential risk of hazards of lead or asbestos found in building materials, however the subsurface contamination has reached the groundwater which can make its way to private wells and natural streams. Many households in Anchorage use private water well systems that preceded the expansion of the municipal water system. The impact of Benzene from petroleum in the groundwater can lead to the inability to use the well and/or long term health risk such as cancer (Leukemia). Cancer is the leading cause of death in Alaska (2001-2013) at 24% and for Anchorage it is 23%.

Poor air quality resulting from air-born asbestos, chemicals and dust can lead to asthma, in active lifestyle, cancer or death. According to the 2010 Behavior Risk Factor Survey 14% of Anchorage residents reported they have asthma; lower respiratory disease was the fourth leading cause of death in Anchorage 2009. Respiratory illness directly influences activity levels leading to overweight and diabetes. In the same 2010 survey, 40% of Alaskans reported being overweight and 6% have been diagnosed with diabetes. In addition to health conditions, properties without sidewalks are unsafe, especially in winter months and further discourage walking. Respiratory disease is the fifth leading cause of death in Alaska (2011-2013) at 4.9% and fifth for Anchorage at 4.7%.

Besides direct health impacts, the lack of development results in underutilized properties and incompatible land uses such as bars, packaged alcohol stores and pawn shops which decorate the area and have a social impact such as

crime and lack of investment. In 2011, when CIHA purchased the property directly across the street from the subject site, it was from the US Marshall's office and had ended up in their possession due to illegal drug activities. Known as PJ's, the property was a former adult entertainment business with an infamous history in the neighborhood. In 2014 CIHA acquired the smaller residential property east of the subject site, once again from the US Marshall's office after seizure due to drug related activities. Undesirable land uses and absentee landlords operating substandard housing create blighted properties.

The subject parcel is just one brownfield site, however, when combined with the property across the street and numerous dilapidated residential structures with absentee landlords and substandard living conditions, the area at 36th and Spenard represents the range of challenges facing Spenard. CIHA's overall plans will eventually result in between 90 to 110 units of affordable housing as well as new retail uses in mixed-use buildings to help activate the street (in a good way). Without CIHA's involvement to redevelop the site with housing, there are two likely scenarios with different impacts on the community; either the continued deterioration of the neighborhood (status quo) or the displacement of the residential uses with commercial uses.

However, given the contamination of the subject site, redevelopment cannot begin until the site that most affects the entire area is under remediated. The redevelopment of Spenard, and the improvement for residents in the neighborhood starts with the cleanup of 3607 and 3609 Spenard.

c. Financial Need (7 points)

i. Economic Conditions (3 points).

As stated above, this redevelopment project at 36th and Spenard can clearly be a catalyst for the neighborhood; however, the catalyst for the overall redevelopment is the successful cleanup of the subject parcel. CIHA asked for and received a 2012 State of Alaska capital grant in the amount of \$1.9 million. The estimated redevelopment cost will be \$26 to \$30 million, and the state provided the grant with the understanding CIHA would seek and receive project funding from a variety of sources. Given that the former owner of the subject site was deemed non-viable (ultimately the property was purchased out of foreclosure), the \$200,000 cleanup grant would mean that some of the remaining state funding can be utilized in other parts of the development effort including additional acquisition, demolition, infrastructure, design, and vertical construction.

While the full development will leverage many more dollars, the primary development sources that are leveraged by CIHA can only be secured when a redevelopment project is imminent. Furthermore, investors and lenders will not participate in the development unless a project can demonstrate adequate cleanup and an elimination of exposure pathways. While CIHA is confident that the site will eventually be redeveloped as was accomplished on previous brownfield areas, it is still a full year from getting to full design, and likely two years from securing project funding. The EPA grant is essential to moving forward on the cleanup during this early stage and will attract investors as progress on the cleanup is made.

ii. Economic Effects of Brownfields (4 points).

The existence of this brownfield at a key intersection, along with the other unwanted land uses and blighted properties, holds down property values and discourages investment from both the public sector (e.g. public road project) and private sector. Surprisingly, land prices in this area are high, but assessments on building improvements are low; according to the West Anchorage District Plan, this area of town has some of the lowest building-to-land value ratios per square mile. In a healthy local economy, this would generally be an indication of an area of high redevelopment potential. However, the presence of potential brownfields and blighted property discourage investors, so the high land price simply serves as a barrier to development.

This lack of investment has a direct effect on the population that lives here. Landlords are disinclined to make the basic safety investments in their properties. This downward spiral further affects the people who live there and the children that are already struggling with their education and family working to meet basic needs. Despite the great

need for safety, pedestrian, and cosmetic upgrades of Spenard Road, the city has chosen to upgrade either ends of the road and deferring this middle section until the need is greater or the community is more engaged.

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS (30 points)

a. Project Description (15 points)

i. Existing Conditions (5 points)

The West Anchorage District Plan, adopted by the MOA in 2012, identified the Spenard Strategic Planning Area as a key area to redevelop in Anchorage (Spenard is both a road and neighborhood). Goals of the redevelopment include the removal of blighted and contaminated properties, improvements to car, bike, and pedestrian facilities, new opportunities for small Anchorage businesses, and inclusion of affordable housing. The Anchorage 2020 Comprehensive Plan calls for high density housing to be developed around major employment centers, and identifies Spenard as a Transit Supportive Development Coordinator, in effect calling for transit oriented development in exchange for enhanced public bus service. The redevelopment of the subject site is in line with these efforts. Besides affordable housing and transit objectives, the project meets all six Livability Principles of the Partnership for Sustainable Communities; transportation choices, affordable housing, economic competitiveness, existing communities, coordinate policies/leverage investments and value communities and neighborhood. The property, located in a commercial/residential area, comprises one parcel encompassing 1.73 acres. Tesoro Olson Gas Services Store operated as a fueling station on the property from 1964 through 1995. Numerous site characterization and/or cleanup actions have been conducted. The primary known contaminant source is a former retail petroleum storage and dispensing system comprising nine underground storage tanks (UST), 14 dispensers, and buried distribution piping. Other potential sources include former floor drain(s) and hydraulic lifts at the shop facility.

As described in Section 1, many adjacent and neighboring properties are blighted. In addition to this property, CIHA purchased the building that housed a former adult entertainment business known as PJ's, much to the delight of the community council. Additional 12 residential properties to the east were purchased, 13 buildings were demolished to start the redevelopment. Many properties have never hooked up to public water and were operating on "bootlegged" water and sewer systems, however new development will replace this outdated and substandard infrastructure.

Redevelopment Plans: Cook Inlet Housing Authority (CIHA) is planning a mixed-use development with retail facilities on the ground floor and residential units on the second floor, similar to developments completed by CIHA as part of the Mountain View Village developments (the Lofts was built on the former Wizard Wash brownfield site). A similar mixed-use building will be developed across the street, and multiple residential lots east of the subject site will be redeveloped into duplex and townhouse style units, for a total redevelopment of 90 to 110 units. The envisioned development on the subject site and the adjacent site are consistent with the West Anchorage District Plan and the Anchorage 2020 Comprehensive Plan and have full support from the neighborhood.

With the exception of utilities, CIHA anticipates the development will not entail underground components (i.e. no basements, parking, etc.) which will help to reduce the expenses associated with cleanup that will render the safe reuse of the site, CIHA plans to use existing utilities to the extent practicable; however, it is anticipated that the existing utilities may not meet code for their proposed development and may require excavation and cleanup in select areas. In addition, new projects are required to connect the proposed development to the Anchorage Water system; the on-site well has already been decommissioned.

ii. Proposed Cleanup Plan (10 points)

The goal for this work is to obtain a Cleanup Complete with Institutional Controls (CCIC) determination from the DEC, enabling continued productive development of the site. The cleanup alternatives analysis (Shannon & Wilson, Inc., October 2012) previously conducted for this site covered four scenarios. It summarized three general alternatives designed to remove as much contamination as practicable, without regard to cost limitations, and the no-action alternative. Since that time, the EPA conducted a Targeted Brownfields Assessment (TBA) and CIHA conducted additional site characterization to address data gaps, respond to DEC requests and otherwise collect information necessary to obtain a regulatory determination and/or design remedial action. The information obtained from these

investigations was recently used to update the Analysis of Brownfield Cleanup Alternatives (ABCA) The ABCA was revised to focus the source-area treatment alternatives on achieving compliance with certain risk-based standards instead of the most stringent standards required for clean closure. Two additional alternatives were also presented in the revised ABCA.

The selection of the preferred alternative has not yet been finalized; CIHA and consultants have been engaging with the DEC over the past two years and have narrowed alternatives. It is expected that the selected remedial action will either be in-situ chemical oxidation and natural attenuation if additional source-area treatment is required (Alternative 3), or construction zone site excavation and treatment/disposal if DEC does not reduce additional source-area treatment and sufficient resources can be obtained (Alternative 5). Of the three source-area treatment alternatives considered, in-situ chemical oxidation appears to have the best balance of technical effectiveness, implementability and cost particularly considering complete treatment is not necessary. This alternative would consist of a one-time injection using a grid of soil borings to apply the oxidant in vadose-zone and saturated soils between 10 and 18 feet below ground surface (bgs). If deeper source-area treatment is not required, the grant would be used to fund treatment and disposal of shallow impacted soils that would not require treatment in-place as part of a CCIC decision, but will likely require treatment/disposal if removed and transport off site. Note this shallow soil treatment cost will likely be incurred regardless of the decision on deeper source-area treatment. For either alternative, the site has sufficient room to conduct the necessary activities without causing undue burden to adjacent properties.

The proposed remedial alternative can be readily implemented using experienced contractors available in the Anchorage vicinity. Anchorage also has a permitted thermal treatment facility capable of handling petroleum impacted material generated at the site. All activities can be completed in one field season, and it is anticipated that groundwater monitoring will be required for an estimated 5 years following activities to document groundwater conditions on and off the site. DEC is currently aware of both alternatives and has been included in alternative development throughout the site characterization process.

b. Task Description (10 points)

The tasks required to implement the proposed project can be broken down into three primary tasks consistent with DEC contracting requirements: (1) Workplan Development; (2) Workplan Implementation; and (3) Reporting. Only elements associated with the planning, excavation, removal, and treatment of petroleum hydrocarbon contamination would be funded with the EPA grant; however, the total cleanup is more than the \$240,000 and is detailed to ensure the EPA that the site will reach Cleanup Complete status. The project will, in its entirety, use CIHA funds for many other stages of planning and work as summarized:

1. Workplan Development — a requirement of DEC prior to initiating field activities:
 - a. Cleanup Plan Development (EPA Grant funded in part) — CIHA has completed additional on- and off-site characterization as part of the property acquisition and is awaiting input from DEC to select the appropriate remedial action alternative. Once this information is received, a Corrective Action Plan (CAP) will be prepared in accordance with DEC requirements and will include scheduling, a sampling and analyses plan (SAP), quality control plan, site management plan, description of all remedial activities, and affirmation of adherence to regulatory requirements. The workplan document includes planning for scheduling; sampling and analyses; quality assurance; waste management; site control; transportation of material; air quality monitoring; soil management; and project communication. The Estimated cost for a CAP that will encompass all site work is \$25,000, (200-220 hours at \$100- \$135 per hour consultant time).
 - b. Schedule — a schedule of all activities will be developed for review and approval by DEC and will be modified as conditions warrant (cost included in Cleanup Plan).
2. Workplan Implementation — sub-tasks are detailed below that encompass preparatory activities that will be directly funded by CIHA, and elements to be funded with EPA Grant funds;

- a. Remedial Alternative Implementation of either Alternative 3 or Alternative 5 of the ABCA is expected to be completed in one field season. In accordance with the approved CAP, complete site preparation for excavation, excavate petroleum-contaminated soil, stage and sample soil, transport soil to local thermal treatment facility, and complete remediation, Funding will be applied toward contracted services for the management and treatment of petroleum-contaminated subsurface soil. Field contractor costs are estimated at \$250,000 for Alternate 3; a one-time application of chemical oxidant and subsequent confirmation sampling and \$400,000 for Alternate 5; excavation, removal and treatment/disposal of up to 2,000 cy of impacted near-surface soil. These cost estimates are intended to be inclusive of vendor and to include subcontractor cost, consultant fees, permitting, equipment, fencing, and materials necessary to fulfill the field effort.
 - b. Other Environmental Hindrances (CIHA funded) - As discovered upon the completion of debris removal and building demolition activities in 2015, CIHA will complete the cleanup and removal of other hindrances to development. It is presumed that remediating these 'other' environmental hindrances will be outside the scope of use for this grant funding, but necessary components of CIHA's overarching corrective action requirements. An estimated \$50,000 is anticipated for this activity.
3. Reporting
 - a. Development of a Long-Term IC Management and Control strategy (CIHA/ARC Grant Funded, as appropriate)- CIHA will provide project reporting during cleanup through a consultant who can take field and measurements, water and soil samples and summarize work activities. CIHA will also provide reporting of grant outputs such as chemical levels, water quality and air quality, including ACRES. Upon completion, it is likely that residual contamination will remain in the subsurface and require planning into the future to ensure that safeguards are established, documented, and maintained to prevent potential contaminant exposure through future site use. To fulfill DEC requirements, all work will be summarized in a final document that will address Institutional Controls per 18 AAC 75.375, and meet Final Reporting Requirements and Site Closure per 18 AAC 78.276 and 75,380 (as applicable) for review and comment by DEC. As such, CIHA will work with DEC to identify a long-term management solution that renders the site marketable and ready for reuse. Final reporting costs of this nature are estimated at \$25,000 (200- 220 hours at \$100-\$135 per hour), which will document CIHA's long-term commitment to oversight of any residual impacts.

The proposed Cleanup Strategy by CIHA is comprehensive and has been coordinated closely with DEC from the outset when CIHA originally established an interest in the subject property. CIHA has already contributed financial resources to implement this approach, is motivated to bring housing to the area, and has a demonstrated capacity to undertake environmental cleanup and redevelopment. The detail provided above clarifies the overall work elements necessary to successfully render the site ready for reuse by DEC and extends beyond those services for which grant funding is permitted.

The following budget references the three specific tasks identified above. Supplementary funding necessary for the completion of any of these tasks will be provided directly or leveraged by CIHA. All funding will be applied toward sub-contracted services described. No funding is anticipated CIHA personnel, travel, equipment or supplies.

Budget Detail (Petroleum Cleanup Only)				
Tasks	1- Workplan Development	2- Workplan Implementation; Alternate 3	3- Reporting	Total
Personnel				
Contractual	25,000	300,000	25,000	350,000
Total Costs	25,000	300,000	25,000	350,000
Total Federal EPA	20,000	180,000	0	200,000

Funding				
Cost Share by CIHA	5,000	120,000	25,000	150,000
Total Funding	25,000	300,000	25,000	350,000

c. Ability to Leverage (5 points)

Cleanup leveraging- In addition to the EPA grant, CIHA needs an additional \$150,000 to complete the cleanup of the site with Alternate 3. CIHA has received a \$1.9 million State of Alaska capital grant which has been utilized thus far to acquire the subject site and continue assessment and consulting. It will also be utilized for any demolition of structures not directly tied to cleanup and to complete the full tasks outlined in the above section, as well as potential sources of contamination that are outside the scope of the petroleum-cleanup funding (i.e., injection wells, surface spills, leach fields) such that the final proposed redevelopment may be completed without risk of exposure to future land users. By seeking the EPA cleanup grant, CIHA is hoping to utilize the balance of state funds to acquire the property to the north that is currently used as a used car sales lot; the property will be beneficial for providing access to the overall development and additional housing and retail.

In addition to the \$1.9 million from the state grant, CIHA will leverage a number of other sources that ultimately will contribute to the redevelopment on this site and the surrounding properties. \$4 million has been invested already for land acquisition, acquisition costs, analysis of historic properties, legal fees, and environmental assessment in a combination of CIHA funds and NAHASDA. It is not possible to have firm commitments of investors at this time, given that the site is currently contaminated. CIHA has developed 1,124 rental units since 1982, and has three additional projects with 121 rental units currently under construction. In addition, CIHA has also developed home ownership opportunities and sold 71 homes. These projects are funded with a wide range of sources, including Low Income Housing Tax Credits (LIHTC), NAHASDA, State of Alaska senior housing grants and supplemental grant funds, Rasmuson Foundation grants, deferred developer fees, and hard and soft debt.

CIHA has a track record of successfully leveraging funds through a broad range of partnerships. An example of a project similar in scope (scattered site development with mixed-use building on former gas station) is Mountain View Village IV which had a total development cost of \$16,560,992 and provide 34 units of housing and 4,500 s.f. of commercial retail: NAHASDA (\$607,492), CIHA Cash (\$1,677,626), State of Alaska Supplemental Grant (\$1,380,000), LIHTC Proceeds (\$10,932,076), 1st Deed of Trust (\$1,236,950), 2nd Deed of Trust (\$628,950), CIHA Deferred Fee (\$16,068), CIHA Operating Cash Contribution (\$81,830). Overall, the Mountain View Village project has resulted in 220 new units of housing, 5,000 s.f. of retail, and the elimination of blighted properties.

3. COMMUNITY ENGAGEMENT AND PARTNERSHIP [15 points]

a. Plan for Involving Targeted Community & Other Stakeholders; and Communicating Project Progress (5 points)

CIHA began reaching out to the community related to redevelopment plans in the area in 2011, as part of the purchase the adjacent property from the US Marshall's Office; and received substantial support from Spenard residents, Spenard business owners and the city. In early 2012 CIHA provided the initial plan for the subject site to the Spenard Community Council: seek State of Alaska funding to purchase the brownfield site at 3607 and 3609 Spenard Road, conduct environmental assessments on the site leading to a cleanup plan, and ultimately seek financing to clean up the site and build a mixed-use building that would be part of a larger \$30 million development with retail and approximately 90 to 110 units of housing (the subject site would likely contain 4,000 s.f. of retail and 32 units of affordable housing).

The Spenard Community Council passed a resolution in support of CIHA's efforts on March 7, 2012. During the course of the year, CIHA's Tyler Robinson (Director of Development Planning and Finance) provided updates. The President of the community council is in contact with Mr. Robinson regularly, and CIHA and the community council work together so formal updates are provided regularly. On December 4, 2013, CIHA communicated its cleanup plan, ABCA, and FY14 EPA Brownfield Cleanup Grant application to the community council who then passed a resolution

in support. The primary feedback to date is the community's desire to see the project move forward sooner rather than later, as redevelopment at the site and surrounding properties is seen as a real priority and consistent with adopted municipal plans.

CIHA intends to continue to attend community council meetings during cleanup and report on outcomes of the grant and redevelopment progress as well as provide ongoing updates on the CIHA web site and social media. During remediation monitoring, feedback will be sought on the design and potential ideas for retail spaces. Remediation will be performed in a way that minimizes impact on surrounding property owners and through such methods as dust control, traffic control, stormwater runoff control, safe handling, storage, and disposal of any hazardous materials. Most importantly, significant outreach will be made to ensure that existing residents of the neighborhood have an opportunity to reside in the affordable housing development when completed and see the redevelopment efforts as moving their neighborhood in the direction of the adopted vision.

b. Partnerships with Government Agencies (5 points)

The DEC Contaminated Sites Program is the primary agency overseeing the cleanup activities. DEC's *Reuse & Redevelopment (Brownfield) Program* has also been instrumental in helping CIHA navigate through the assessment and cleanup strategy for this project, and is a continuing partner in this project. CIHA has been engaged with DEC throughout the evaluation of this project since before acquisition. CIHA successfully negotiated a Prospective Purchaser Agreement with the State of Alaska Department of Law, which incorporated DEC's requirements for cleanup and assessment. Both parties were aware of outstanding requirements which have been detailed in writing, and prepared for field activities scheduled for summer 2014 and 2015.

CIHA will have its consultants employ field screening or real-time measurements to provide quantitative field results to assist in accomplishing cleanup objectives. Close communication with the DEC will continue throughout field work, with daily correspondence and updates considered normal. Final reporting will document sampling results at the limits of excavation and the reporting will provide findings, conclusions, and recommendations for review and comment.

DEC will coordinate directly with the Department of Health and Social Services, Division of Public Health (DPH) on any issues that may involve potential risk to public health. Considering that site access will be controlled, the primary chemicals of concern are petroleum hydrocarbons, and soil will not be staged on site for any significant length of time. CIHA and its contractors will be partners to discussions and negotiations with DEC and DPH. EPA will be advised of any changes or modifications to approved work plans that might result.

CIHA has included letters of support from the Municipality of Anchorage Mayor's office from the Director of Community and Economic Development. The Director will assist the project to further community goals and support formally adopted plans such as the Anchorage Comprehensive Plan and West Anchorage District Plan and engage the multiple departments such as transportation, traffic, planning, health and revenue. The Community Development Department will assist CIHA with a variety of entitlements as redevelopment moves forward (platting and site plan reviews, variances). CIHA has also been working closely with People Mover, the MOA's public transportation system. Spenard is identified as a transit supportive development corridor and the proposed development is transit oriented; as such, an increase in People Mover's investment in the Spenard Corridor is expected during and following project completion. It is essential that there is commitment from local government and that the project is consistent with locally adopted plans and they acknowledge that CIHA's capacity will help implement the city's plans in this area.

c. Partnerships with Community Organizations (5 points)

CIHA is the direct recipient of an annual NAHASDA block grant from HUD, and leverages these funds with a variety of other funding sources and debt to build affordable and workforce housing in the Cook Inlet Region. CIHA's commitment goes beyond building the housing; by endeavoring to make a lasting impact in the older and disadvantaged neighborhoods through sustainable development. Given that the CIHA main office is located in

Spenard (and in direct view from the building), CIHA has made previous investments in the neighborhood, and the subject site would be the fifth housing project; one is under construction, one is in design and two are in planning. CIHA's most recent project was a project with scattered sites that provided 3 units in Spenard neighborhood. The other project, which will break ground in 2016, is on the adjacent property and will provide 33 units of housing with approximately 2,600 s.f. of ground floor retail. CIHA's success, to a large degree, is based on partnerships with others in the community, from those representing the general public to private and public lenders, foundations, and granting agencies.

On this project there is significant public support for CIHA to purchase, remediate, and redevelop the site. The State of Alaska contributed \$1.9 million to CIHA in 2012 for purposes of site acquisition and cleanup. This substantial commitment is the first of its kind that CIHA has received in the form of a state capital grant, which speaks to the broad appeal the project has from environmental cleanup to affordable housing and transit oriented community development.

Organization	Level of Support	Contact Person
Spenard Community Council	Advocate Communication with residents	Phil Isley, President (b) (6)
Spenard Chamber of Commerce	Advocate Communication to businesses	Barbara Smart, President chamber@spenard.biz alaskaleather@gmail.com
Alaska Economic Development Corporation	Advocate Research and data	Bill Bopp, Executive Director
Anchorage Community Development Authority	Advocate Facilitate public-private funding tools	Andrew Halcrow, Executive Director

The Spenard Community Council (SCC), made up of community residents, has supported this project formally on two separate occasions. The SCC will partner with CIHA to publicly advocate for the project, but also serve as the venue to report on the project and provide opportunities for neighbors to comment and dialog with CIHA staff. Spenard Chamber of Commerce, made up of local businesses, to seek input and publicly advocate for CIHA's redevelopment plans in the area (which include addressing this contaminated site). The role of the Chamber is to advocate support for and investment in the neighborhood. A CIHA staff member has recently been voted onto the board of the chamber; by working together CIHA and the Chamber expect to see very positive changes in Spenard over the next ten years.

The ACDA is supportive of redevelopment efforts; while lacking the funding to support projects on the ground they will help provide support for additional public and private investments, such as the Spenard Road project. CIHA has been working closely with ACDA to modify the city's tax incentives for developing "deteriorated properties." ACDA is using the Spenard site as a case study to advocate for these changes, which would enable CIHA to apply for and receive a ten year tax abatement which will ultimately help provide funds for up front infrastructure costs.

4. PROJECT BENEFITS [20 points]

a. Health and/or Welfare and Environment (10 points)

i. Health and/or Welfare Benefits (5 points)

The cleanup up the subsurface of this site will ultimately enable CIHA to redevelop the area with housing and the proposed land use for residential will be an improvement from the past occupancies that were detracting from the social well-being of the existing residents. As a responsible owner, CIHA will be able to find suitable retail tenants for the retail spaces that will enhance the area.

Providing new housing that will be on the public water system will eliminate the health risk from well water that can become contaminated. Safe, decent, affordable housing will allow stability for lower income families and children to stay in the same school with their friends as well as an improved home environment to study and retreat

This site proximity to employment areas and basic services will make walking and biking reasonable and healthy transportation options. The redevelopment will encompass safety improvements such as sidewalks and street lights and enhanced landscaping to help with noise and air quality. As the density increases, the positive street activity will follow and make the area substantially safer and socially vibrant. The transition to a transit oriented development corridor will reduce auto trips, decrease congestion, and improve air quality.

ii. Environmental Benefits (5 points)

The extent of impacts at this site has been sought for many years and with petroleum-impacted groundwater, there is always a concern for off-site migration to impact unsuspecting receptors, including unknown groundwater drinking wells. Work completed at the request of CIHA has already clarified several concerns regarding off-site impacts and has assisted DEC in its understanding of site conditions with respect to neighboring property owners in the surrounding neighborhood.

Cleanup and site management activities proposed by CIHA will: (1) help eliminate or reduce specific source areas; (2) reduce natural attenuation timelines for groundwater remediation; (3) provide consistent and comprehensive groundwater monitoring data; (4) ensure proper implementation and management of institutional controls, as determined necessary; (5) reduce future releases through the elimination of uncontrolled high-risk site use; and, (6) reduce the potential for leaching of residual contamination through development activities, placement of asphalt surfacing, and controlling site drainage across the site.

Without CIHA's purchase of the property and to address the contamination, the site would continue to negatively impact the neighborhood for years to come. In addition to the subsurface contamination, the site's appearance (blighted structures, many junk vehicles and other debris, lack of landscaping, and the neglect of the adjacent Fish Creek just east of the property) also discouraged reinvestment.

b. Environmental Benefits from Infrastructure Reuse/Sustainable Reuse (5 points)

i. Planning, Policies or Other Tools (2 points)

This site is part of a larger redevelopment effort CIHA has planned across 14 parcels within an existing developed area. The proposed housing project will be able to reuse existing roads, utilities, transportation system and school system. By reusing this site for housing, the existing greenbelts, trails, parks and streams can be protected for healthy recreation and active play.

All new housing that CIHA develops meet the latest energy and life safety codes. The Building Energy Efficiency Standard (BEES) is the local standard for measuring heat loss and energy efficiency. Substantial research on cold climate housing has resulted in new construction methods using high performing building materials and Energy Star rated equipment. Improved labeling allows smarter choices for sustainably harvested materials, products with recycled content and low VOC ratings. These generally adopted construction practices make achieving the highest building energy rating of '6-Star' BEES a matter of standard practice for CIHA in Anchorage with the added benefit of improved sound control from exterior noise sources and overall healthier homes. CIHA has successfully incorporated solar thermal and photovoltaic into recent projects, and will look to do the same in future projects. The safety and energy codes adopted by the MOA minimally ensure that heat loss and energy consumption will be low..

ii. Equitable Development and Livability Principles (3 points)

Once the site is cleaned, it can be developed into housing and retail as envisioned and incorporate Livability Principles; transportation choices, affordable housing, economic competitiveness, existing communities, coordinate policies/leverage investments and value communities and neighborhood. As a multi-site development in a central

area of Anchorage it will bring density and economic activity to the area. This change will increase ridership on public transportation and ensure the numerous routes that connect with Spenard Road will remain. The subject site is already within one mile to existing employment centers, elementary, junior high and high schools, grocery stores, medical services and banks such that walking or riding a bike is safe and possible option. The central location means it is easy to access jobs in downtown, midtown, diamond and airport which improve the economic competitiveness for its future residents. The location supports the existing community by being located in a transit oriented development and the proposed development will have both retail and housing an existing developed site. As the long-term owners of the development, CIHA is motivated to keep operating costs down by using durable materials, EnergyStar rated appliances, and WaterSense plumbing fixtures in order to ensure the housing remains viable and affordable. The state funding for past assessments, acquisition and development ensure state and federal funds are being easily leveraged. The larger development under CIHA's direction will create a neighborhood and enhance the existing character of Spenard so that more desired development will occur.

c. Economic and Community Benefit (5 points)

i. Economic or Other Benefit (3 points)

After the contamination is remediated, the proposed development will increase residential density and encourage additional development; . Given the context of Anchorage's land shortage, the city's comprehensive plan encourages redevelopment in older neighborhoods, especially those near one of three major employment centers. The goal of this area in the comprehensive plan is to encourage residential development of at least 12 dwelling units an acre, which can improve headways on the bus to 30 minutes or less.

With the help of the MOA, the Anchorage Assembly, and support of the community, it is likely that a determination of 'deteriorated property' will be granted, which brings with it tax abatement for up to 10 years. The MOA only grants the determination when they believe that eventually the redeveloped site will result in a higher tax assessed value, some form of public benefits, or both. Ultimately, the goal is that CIHA's proposed projects in the area will provide a catalyst for additional redevelopment in the neighborhood. CIHA estimates that their projects alone will increase the tax base from roughly \$2,500,000 to \$10,000,000, quadrupling the tax revenue following the abatement period. In addition, CIHA's proposal brings non-tax related benefits to the city: elimination of a brownfield, affordable housing, transit supportive development, and public art. As other properties get redeveloped, it will help bring tax revenue to the city, affordable housing and new retail to the community, bringing with it additional jobs (mix of small office and retail) and local services. CIHA anticipates an increase in property values from surrounding improvements and job creation as a result of commercial activity. While the outer portions of the Spenard Corridor have seen investment in recent years the middle area has languished. The redevelopment of this site and the other properties in CIHA's redevelopment plans will help provide a positive anchor at 36th and Spenard.

In 2015, CIHA was one of six organizations nationally to receive a 3 year, \$3,000,000 grant from ArtPlace to help incentivize arts related investments and partnership in Spenard. The grant is not a capital grant per se, but can provide investments that will attract and employ artists in the neighborhood. CIHA has converted an old church in Spenard to an artist live and work space. The effort has supported more than six significant public art projects in the neighborhood in the first year alone. CIHA's capacity as a community development entity and willingness to take on the subject brownfield site were primary reasons for the receipt of the grant; moving forward, the ArtPlace funding will help ensure that the end use at the site is in line with the community vision and inclusive of neighborhood's creative input.

ii Job Creation Potential: Partnerships with Workforce Development Programs (2 points)

CIHA is aware that the State of Alaska has two recipients of the Brownfield Environmental Workforce Development and Job Training (JT) Grant program- Zender Environmental (Zender) and Alaska Forum on the Environment (AFE). CIHA understands that Zender and AFE have graduated more than 100 individuals in preparation for entry into the environmental workforce. Many of the individuals are from rural Alaska communities, but are required to find employment outside their communities or in the urban centers where much of the cleanup work takes place. CIHA

will obtain information about candidates that have obtained the necessary credentials through the Zender/AFE job training programs and forward that information to the selected subcontractor for the project. Since all work will be through subcontracted services, it will be required that any employees meet the necessary qualified person requirements of the DEC for specific tasks, as well as meet employment requirements of the company.

CIHA will also coordinate with DEC's Reuse & Redevelopment Program regarding their knowledge of JT recipients and qualified persons. Through this effort, CIHA believes opportunities will be increased for employment by recipients of Brownfield JT Grants in Alaska. CIHA will report any knowledge of JT recipients employed on this project to the overseeing EPA project officer. Furthermore, all of CIHA's developments employ a job training program during the development stage. Utilizing Alaska Works Partnership, Inc., employ 4 apprentices per project that team up with a contractor for a two-year, 4,000 hour project that has both on-the-job and classroom training. The initial phase of the Spenard project will utilize a similar job training program during anticipated construction in 2016 and 2017. The subject site will also provide a job training element when it is developed post-cleanup.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE (20 points)

a. Programmatic Capability (12 points)

CIHA is a regional housing authority established in 1974 with primary responsibilities of a full service developer and property manager; CIHA is a state public nonprofit corporation formed by Cook Inlet Region, Incorporated (CIRI) pursuant to Alaska Statute 18.55.995, which provides a means for Native associations to work on community development through housing. CIHA is also the Tribally Designated Housing Entity (TDHE) for the Cook Inlet region.

CIHA has the capability to revitalize entire neighborhoods and was awarded the HUD and AAPA '2014 HUD Secretary's Opportunity and Empowerment Award' for the dramatic turnaround of the historic Mountain View community which is similar to work envisioned for Spenard. CIHA collaborated with the Mountain View Community Council (MVCC) to align redevelopment preferences, and offer citizens an active role in the planning process. Both Spenard and Mountain View goals addressed similar issues: decreased absentee landlordism, increased homeownership, and demolition of blighted, deteriorated, or vacant structures. All of these goals were accomplished for Mountain View under CIHA and followed up with performance indicators such as family economic stability, youth access to opportunities, local economy growth and safe, clean vibrant community. The \$9.5m Spenard Mixed Use project on the PJ's site was the top ranked project for the FY16 Goal LIHTC funding and will be the first major project of the redevelopment.

CIHA's staff have capacity in financing, planning, project management (in-house as well as third-party), lending, grant and financial accounting, and property management. Key staff includes: Jeff Judd, Executive V.P. Real Estate has a degree in financial management and is responsible for development, construction, rehabilitation and weatherization programs; Tyler Robinson, Director Development Planning and Finance is a certified planner has 10 years background in planning and leads the conceptual development process and coordination of project funding. He has been involved in the development of over 350 units of affordable housing and is the staff assigned to brownfield issues. Mr. Robinson is the project manager of the grant and will be in charge of submitting ACRES reports, providing outcomes and outputs, and is the primary contact to the general public throughout the cleanup and development effort; Mark Fineman, Vice President Project Management and Construction is a licensed engineer and attorney and heads up CIHA's project management department and is overseeing both third-party projects as well as CIHA projects; Marcie Sherer, V.P. Finance and Administration is responsible for all financial activities of the organization including grant accounting and compliance; and Lindsey Dixon, Director of Asset Management, manages more than 1,300 units of rental housing in CIHA's portfolio.

CIHA's capacity as a developer is specialized in projects that have complex funding structures and a variety of compliance requirements. As of December 18, 2015 CIHA was managing 8 development grants totaling over \$31.6 million in federal, state, and local funds. CIHA has strong procurement practices that are designed to require Competitive procurement for all services over \$2,000 and all commodities over \$5,000. In addition to CIHA's own staff capacity, outside environmental consulting firms are utilized when needed, and will follow EPA procurement

requirements. CIHA maintains accounting and internal control policies and procedures, including standard fund accounting procedures, and follow Generally Accepted Accounting Principles (GAAP). The financial systems track and document the sources and uses of Federal funds, allow the organizations to monitor and compare expenditures with budgeted line items, and maintain consistency between accounting records and source documentation. The accounting systems (both electronic and procedural portions) are designed to ensure compliance with OMB regulations, related CFR regulations, and ensuring the safeguarding and appropriate use of funds.

b. Audit Findings (2 points)

CIHA has not had any audit findings in over 30 years. With regard to grant compliance CIHA staff are pro-active in insuring requirements of the funding entity are met, and file reports timely. If there are questions or problems, they are brought up directly with granting entity for assistance.

c. Past Performance and Accomplishments (6 points)

ii Received other Federal or non-Federal Assistance.

1. Purpose and accomplishments (3 points)

CIHA has never received an EPA Brownfields grant, but is an experienced developer has the ability to leverage five to eight sources of funding in every project. The following grants are highlighted to provide an overview of types of grants and reporting that are handle regularly:

1. Indian Housing Block Grant is awarded from Housing and Urban Development through the Native American Housing Assistance and Self Determination Act (NAHASDA). The grants provide for new housing development, housing rental assistance, and housing supportive services for low income tenants. CIHA receives roughly \$15 million annually for eligible NAHASDA activities, all of which are regulated through 24 CFR Part 1000. These regulations include compliance with labor standards, environmental review, and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (24 CFR Part 85) which outlines minimum requirements for financial managements system, allowable costs, procurement, and financial reporting requirements. The specific outputs for these grants are housing units, mortgage loans and people house, programs and jobs.
2. CIHA has been awarded State of Alaska Supplemental Grants through Alaska Housing Finance Corporation; the grant source funds water and sewer infrastructure and energy efficiency items in development of new housing units. Recent past grant amounts and outcomes include funding for:
Typical outcomes are new housing units built to high energy efficiency standards that result in lower long-term operating costs. CIHA is in compliance with all grants and verification can be made by contacting Esther Combs at AHFC at 907-330-8129. The specific outputs are housing units, infrastructure improvements and educational program. The outcomes are affordability, safety, education, health and jobs.
3. State funding under the Greater Opportunities in Affordable Living (GOAL) program, a competitive program that awards Low Income Housing Tax Credits (LIHTC), Senior Citizens Housing Development Fund (SCHDF), and other state funds. CIHA currently has four open GOAL grants: totaling more than \$27.4 million in senior grant funds and LIHTC proceeds. It is anticipated that the project on the subject site will be similarly funded, Performance can be evaluated by contacting Daniel Delfino, the GOAL Program Manager, at Alaska Housing Finance Corporation at 907-330-8273. The output and outcome of these grants are housing units for families, seniors and persons with disabilities and jobs.
4. Anchorage's largest private foundation, the Rasmuson Foundation, has provided grants on numerous past CIHA projects: Coronado Senior (\$450,000), Mountain View Village V (\$350,000), and Eklutna Estate II (\$300,000). Rasmuson is a significant partner and CIHA remains current on grant reporting requirements (Contact Chris Perez at 907-334-0522). The outputs for these grants are housing units and jobs.

Grants for recent projects:

Project	Total Project Budget	Units	Type	AHFC- Alaska Supplemental Grant	Closed- Open- Pending	AHFC Low- Income Housing Tax Credit (annual award)	LIHTC Sale Proceeds	Closed- Open- Pending	AHFC- Senior Citizen Housing Dev. Fund	Closed- Open- Pending
Coronado Park Senior Village	\$ 16.5m	56	Senior Housing	\$ 1,531,836	C	\$ 1,006,088	\$ 9,432,900	C	\$ 865,000	C
Mountain View Village V	\$ 13.4m	44	Family Housing	\$ 1,373,000	C	\$ 794,184	\$ 7,756,000	P	-	-
7 New Home Ownership	\$ 2.7m	7	Family Housing	\$ 344,000	C	-	-		-	-
Caswell Court (Eklutna Estates II)	\$ 8.6m	34	Senior Housing	\$ 890,000	C	\$ 266,984	\$ 2,562,787	P	\$ 2,761,923	P
Coronado Workforce Housing	\$ 7.5m	28	Family Housing	\$ 792,060	C	\$ -	\$ -	-	-	-
Grass Creek North Phase 1	\$ 17.3m	52	Family Housing	\$ 1,684,116	O	\$ 1,049,611	\$ 10,914,863	O	-	-
Grass Creek North Phase II	\$ 861k	0	Infrastructure	\$ 592,800	O	\$ -	\$ -	-	\$ -	-
Spenard Mixed Use	\$ 9.5m	33	Family Housing	\$ 353,801	P	\$ 570,735	\$ 5,678,245	P	-	-
Creekview Plaza 49	\$ 17m	49	Senior Housing	\$ 1,890,000	O	\$ 460,493	\$ 4,558,420	O	\$ 2,333,333	O
Susitna Square	\$ 5.3m	18	Family Housing	\$ -	-	\$ 150,027	\$ 1,485,123	O	-	-
Ridgeline Terrace	\$ 24.2m	70	Family & Senior Housing	\$ -	-	\$ 825,858	\$ 8,175,179	O	-	-

2. Compliance with grant requirements (3 points). CIHA has a track record for developing projects on time and on budget. CIHA has met all terms and conditions of these grants, as demonstrated by no adverse audit findings. In addition, CIHA has a high success rate for reporting timely, in an acceptable format. All grant reporting has met the requirements of the granting agency. All grant outputs have been delivered. The fact that CIHA has received repeat grants from the same funding agencies is proof of compliance with all outputs and reporting requirements.

Closing: Housing units developed by CIHA units serve thousands of households annually by providing safe and secure housing, and supportive housing programs to help those families reach "independence through housing." The national HUD/APA planning award for the years of work in Mountain View neighborhood in Anchorage, Alaska is recognition of CIHA's ability to plan and execute projects of any complexity including sites with brownfields. Successful housing projects mean household incomes can rise, local schools will see better student scores and parental participation, and more people will see a once blighted neighborhood as desirable place to live and raise a family. Positive impacts in Spenard are starting to happen and the Brownfield Cleanup Grant for the subject site is an opportunity for the EPA to support a neighborhood revitalization effort in Anchorage, Alaska.

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

1. Transmittal Letter including Other Factors Checklist (IV.C.1)
2. Narrative Proposal (V.B)
3. Attachments
 - a. Threshold Documentation (III. B and III.C)
 - b. Letter from State Authority (III. C. 2)
 - c. Letters of Commitment (V.B.3)
 - d. Leveraged Funds Commitments (V.B.2.c)
 - e. Community Notification Documentation (III.C.6)
 - f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) (III.C.6)
 - g. Documentation of Non-Profit Status (if applicable) **N/A**
 - h. Documentation of Applicant Eligibility (III.C.1)
 - i. Eligible Entity Documentation
 - ii. Recorded Deed
 - i. Justification for clean-up Cost-Share Waiver (if applicable) **N/A**
 - j. Property Specific Determination (if applicable) **N/A**
 - k. Petroleum Eligibility Determination (III.C.3.i)

III.C. Threshold Criteria for Cleanup Grants
Applicant: Cook Inlet Housing Authority (CIHA)
Site: 3607 and 3609 Spenard Road, aka Tesoro-Olson Site

1. Applicant Eligibility

- a. CIHA is an eligible applicant as it was not the owner or operator when pre-existing hazardous substances were released. CIHA never arranged for the treatment or disposal of pre-existing hazardous substances. DEC has provided additional supporting information pertaining to the site as a petroleum-specific site. CIHA is a government entity created by state government; Alaska Statute 18.55.995 and 18.55.996 describe CIHA as a "public corporation" and "public body corporate and politic." Evidence of this status is provided in the attachments.
- b. CIHA is the sole owner of the site. A conformed copy of the warranty deed is provided in the attachments.

2. Letter from State of Alaska Department of Environmental Conservation is attached.

3. Site Eligibility and Property Ownership Eligibility for Petroleum Site

Site Eligibility

- a. (a) Site is known as the Tesoro-Olson Site, or the Alpina Auto Repair Shop. (b) The address is 3607 and 3609 Spenard Road (Municipal Parcel No. 010-113-48-000) , located in the Municipality of Anchorage , Third Judicial District, State of Alaska; (c) The current owner is CIHA.
- b. (a) The site is contaminated by petroleum hydrocarbons; (b) The site has been used as a gas station since about 1964, and since the mid-1990's the site has been used as an auto repair facility, a car wash and detail shop, a wood lot, and rental car business. (c) The environmental concerns include known petroleum releases, soil and groundwater impacts, and the potential for vapor intrusion; (d) the site was contaminated through releases through the storage and management of underground storage tank systems, fuel distribution and sales. Contamination is known to have impacted soil and groundwater on and off the property. While some material was excavated initially, additional soil impacts resided under the structures and were removed later with the building foundations. A monitoring well network is in place and onsite investigations are continuing to clarify the extent of contamination.
- c. Through communication with the Department of Environmental Conservation, this property is (a) Not listed on the National Priorities List; (b) not subject to a unilateral administrative order, court order, administrative order on consent, or judicial consent decree entered into by parties under CERCLA. It is further (c) not subject to the jurisdiction, custody or control of the United States Government.
- d. CIHA has reviewed the specifications associated with a properly-specific determination, and through communication with DEC, does not believe this site requires a site specific determination.
- e. CIHA was the recipient of a site assessment as part of a DEC Brownfield Assessment that met the requirements of an ASTM Phase I ESA in 2012 (item ix). Additional investigations, including the 2012 Additional Environmental Assessment (with evaluation of cleanup alternatives) and the 2013 Additional Site Characterization, as well as the 2013 Targeted Brownfield Assessment constitute Phase II site assessment report. The following summarizes the investigations to date:

July 1996	Release Investigation (RI) - MWs 1-3 installed; soil and groundwater impacts verified.
1997	RI- MWs 2 4-6 installed, excavation of shallow contamination; passive biotreatment system installed.

1998	Free-Phase Recover - product (2.5 inches) recovery initiated at MW3.
2001	Water Well Search- five potential water supply wells within search radius.
2001	Impacted Soil Removal-1,120 tons of contaminated soil removed from former UST location; installation of MW 7; install 4 remediation wells and manholes.
2003	RI -Install MWs 8-; install air sparge and soil vapor extraction system.
Periodic	GW Monitoring - groundwater monitoring occurred on at least 18 discreet occasions between 1996 and 2009.
2011	Limited Site Characterization - advance borings along eastern property boundary on property to west of subject site; collect water grab-samples from borings; verified offsite contamination.
2012	Phase I Environmental Site Assessment (ESA), September 2012- As part of a DEC Brownfield Assessment and Cleanup (DBAC), the ESA identified multiple potential sources of contamination not previously investigated, including floor drains, hydraulic lifts, underground garage, fuel tanks, drums, and chemical containers.
2012	Additional Environmental Assessment, October 2012- As part of the DBAC, an evaluation of cleanup alternatives was completed.
2013	Additional Site Characterization, June 2013 -As part of the continuing DBAC, the objective was to fill data gaps as part of pending property purchase due diligence, and consisted of advance six soil borings and install and develop three MWs, GW circuit sampling, drinking water testing, and soil gas sampling.
2013	Targeted Brownfield Assessment - continuing assessment activities to clarify areas not previously investigated to help prioritize cleanup actions, report draft under review by EPA.
2015	Additional Site Characterization – targeted investigations to address data gaps identified by ADEC, and collect information to design potential remedial actions. Scope included soil borings on the property to more fully characterize vertical contaminant distribution and concentration gradients in the source area, one off-Property soil boring/ monitoring well, and groundwater sample collection from select down gradient monitoring wells.
2015	Hydraulic Lift Removal and Cleanup – Two hydraulic lift ram units were encountered during demolition of the former shop structure foundation and floor slab. The two units were removed and disposed, along with approximately 100 cubic yards of solvent- and petroleum hydrocarbon-impacted soil.

Property Ownership Eligibility

- a. CIHA is not a potentially responsible party under CERCLA S107. CIHA was not the owner or operator when pre-existing hazardous substances were released. CIHA never arranged for the treatment or disposal of hazardous substances. DEC has provided additional supporting information pertaining to the site as a petroleum-specific site and has an active prospective purchaser agreement with CIHA specific to this property. CIHA took care to complete All Appropriate Inquiries assessment in coordination with the DEC prior to purchase of the property (2012 Phase I ESA referenced above).
- b. No enforcement actions are currently in force on this property other than the conditions of the prospective purchaser agreement between CIHA and DEC, which is not an enforcement action but an agreement between two parties.

- I. The property was foreclosed by creditors, Garrett F. and Gregory A. Forsberg (the grantors) and subsequently sold to CIHA (the grantee) by fee simple under a purchase and sale agreement on August 15, 2013. CIHA has no familial, contractual, corporate, or financial or affiliation with the prior owner of the property, including the parties to which CIHA acquired the property.
 - II. All disposal of hazardous substances at this site occurred before CIHA acquired the site. CIHA has never, at any time, arranged for the disposal of hazardous substances at the site or transported hazardous substances to the site.
 - III. CIHA completed a Phase I ESA in 2012 which documented the history of ownership of the site. This Phase I ESA is dated September 2012, and was completed by Shannon & Wilson, Inc., a DEC Term Contractor with DEC qualified professionals. The document was signed by Timothy Terry, C.P.G. and Senior Associate with Shannon & Wilson, Inc. This work was completed within 180 days of CIHA committing to the purchase of the site. Subsequent assessment occurred in 2013 prior to CIHA's acquisition of the site which was formalized in an October 2013 report.
 - IV. Since acquisition in August 2013, the property and buildings were vacated and in 2015 all of the building were demolished to prepare for cleanup.
 - V. CIHA is maintaining all continuing obligations in accordance with DEC requirements, and in adherence to the stipulations of the prospective purchaser agreement. CIHA is in full compliance at this time with all DEC requirements.
- c. The DEC has provided a State Petroleum Site Determination Letter and it is attached to this proposal.

4. Cleanup Authority and Oversight

- a. CIHA has previously contracted the environmental services of a qualified environmental professional and complies with all federal and state laws. This site is currently identified as a Contaminated Site with the DEC, is on the DEC database (Hazard ID 23592), and has an active DEC Project Manager. All work will be completed in accordance with 18 AAC 78. Through CIHA's Procurement Manager, CIHA will procure additional environmental services consistent with 40 CFR Part 31.36.
- b. CIHA has already been in communication with offsite property owners pertaining to access to monitor wells. CIHA will coordinate with DEC as appropriate if property owners are recalcitrant in their willingness to allow work activities. To date, CIHA does not anticipate any problems as most work will be relegated to onsite and in public right-of-ways.

5. Cost Share

- a. CIHA is applying for an EPA cleanup award in the amount of \$200,000, and as such understands that we will be expected to provide a cost share of 20%, or \$40,000. Because we expect the overall cleanup to exceed the \$300,000, we have no doubt that CIHA will contribute more than \$40,000.
- i. CIHA will meet the cost share via funds that were contributed by the State of Alaska to purchase the site, surrounding properties, and which is also available for remediation. Documentation of the State grant is attached.

6. Community Notification

Community Council meetings in Anchorage are the primary means of directly interfacing with the general public and residents in the immediate neighborhood. Council meeting agendas are available ahead of time on the Federation of Community Council web site and emailed by each council to their list-serve. Elected officials from the state legislature, city assembly and school board provide updates on state and municipal issues. Some councils include place on the agenda for major stakeholders such as the airport or long-term projects. Proposed projects that require public input are presented here for direct feedback and dialogue from potentially affected neighbors before they are presented again for public comment at the applicable public boards or commissions that have final decision making authority. CIHA has presented the proposed project at community council meetings as well as other projects on neighboring sites within the same development.

March 7, 2012 Meeting of the Spenard Community Council

CIHA met with the council and received a resolution with council support for state funding to purchase the site due to the contamination and blight on the neighborhood. (attached)

December 4, 2013 Meeting of the Spenard Community Council

CIHA met with the council to update the public on CIHA's acquisition of the site, share the environmental assessment work to date (detailed above), and present the ABCA, proposed cleanup, and FY14 EPA Cleanup Grant. CIHA also shared the redevelopment plans for the site: a mixed use retail and affordable housing development that would be part of a larger \$26 to \$30 million ~70 unit development. The Spenard Community Council passed a resolution in support of CIHA's cleanup grant (attached).

- Public questioned when the site would be cleaned up and redeveloped stating that sooner would be better. CIHA responded that cleanup of brownfield sites was challenging, but that if successfully receive cleanup grant in 2014 we anticipate construction could begin in 2015 or 2016, depending on financing and funding.
- One member of the public voiced support to clean up the industrial uses at the site noting that they are incompatible with the neighborhood. Also voiced support for CIHA, saying that no private entity in Anchorage has the capacity to leverage the resources required to redevelop the site, and that the future use would be a real benefit to the community.
- One member questioned where the auto service station would move. CIHA indicated that the tenant was on a lease and that CIHA was working with them to remain on the property for an additional 9 months while they locate a new space.
- Question was posed about whether contamination had reached the adjacent Fish Creek. CIHA indicated that to our knowledge the groundwater flow from the contaminated area is away from the

creek, but that the creek has numerous encroachments of things stored nearby. Our goal is to minimally clean up the area around the creek.

December 15, 2015 Public Meeting

CIHA provided notice on in the Alaska Dispatch News on December 4, 2015 as well as the CIHA website prior to the submittal of the FY16 EPA Brownfield Cleanup Grant. The notice was for a meeting to be held on December 15, 2015 at the main office of CIHA and draft copies of the documents were available on the website for review prior to the meeting. One person contacted CIHA directly and one person attended the meeting and the following points were discussed at the meeting:

- One Spenard resident living a few blocks east of the site and using a private well contacted CIHA and wishing to provide support for the project. Ms. Creely letter of support is attached.
- One Spenard resident living approximately one mile west of the site attended the meeting and had seen the recent activity on the subject site as well as the surrounding sites; Mr. Ginder is generally familiar with construction and soil contamination- he had no concerns, but offered support of the project and wanted an update on the schedule and overall plans. (mtg notice/sign-in sheet attached)

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
|---|--------------------|
| 1. Transmittal Letter including Other Factors Checklist | (IV.C.1) |
| 2. Narrative Proposal | (V.B) |
| 3. Attachments | |
| a. Threshold Documentation | (III. B and III.C) |
| b. Letter from State Authority | (III. C. 2) |
| c. Letters of Commitment | (V.B.3) |
| d. Leveraged Funds Commitments | (V.B.2.c) |
| e. Community Notification Documentation | (III.C.6) |
| f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) | (III.C.6) |
| g. Documentation of Non-Profit Status (if applicable) | N/A |
| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Environmental
Conservation**

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

555 Cordova St
Anchorage, AK 99501
Main: 907-269-3057
Fax: 907-269-7687
www.dec.alaska.gov

File No: 2100.26.072

December 3, 2015

Jeff Judd
Cook Inlet Housing Authority
3510 Spenard Rd
Anchorage, Alaska 99503

RE: Letter from State Environmental Authority for EPA-OSWER-OBLR-15-06

Dear Mr. Judd:

This letter acknowledges that Cook Inlet Housing Authority (CIHA) notified the Alaska Department of Environmental Conservation (DEC), the designated State Environmental Authority, that CIHA is submitting to the United States Environmental Protection Agency (EPA) a 2016 Brownfield Cleanup Grant Application for the property currently known as Alpina Auto Repair (3607 Spenard Road, aka Tesoro Olson Gas Services #1, Haz ID 23592).

The DEC is aware that CIHA purchased the site in 2013 and plans to develop the site as a mixed-use development similar to projects completed by CIHA in the Mountain View neighborhood. CIHA has secured funding to develop a mixed-use project directly across the street from the site; this site would follow in a future phase, potentially as early as 2017. CIHA has committed to completing remediation activities in coordination with the DEC in order to reach a site closure. The buildings on site were demolished in 2015. We understand CIHA's plan is to perform site cleanup activities in the summer of 2016 to ready the site for development.

The DEC's Reuse & Redevelopment (Brownfield) Program assisted CIHA with assessment services in 2012-13 through a DEC Brownfield Assessment, designed to clarify site conditions and expectations regarding cleanup requirements prior to CIHA's purchase. A Targeted Brownfield Assessment (TBA) subsequently followed in fall 2013, designed to help CIHA focus specific remediation goals and complement existing assessment data. DEC requested additional site characterization in the fall of 2015; this work has also been completed and provides guidance on specific goals.

This letter establishes the CIHA's compliance with the notification requirements of Threshold Criterion for EPA Brownfield Cleanup Grants. We wish CIHA well on both your pursuit of EPA assistance and the successful completion of assessment and cleanup at this site. Please contact me directly if we can be of any assistance in your effort to continue sustainable redevelopment of our community's brownfield sites.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill O'Connell", written over a horizontal line.

Bill O'Connell
Environmental Program Manager

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
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| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of
Health and Social Services**

DIVISION OF PUBLIC HEALTH
Section of Epidemiology

3601 C Street, Suite 540
Anchorage, Alaska 99503
Main: 907.269.8000
Fax: 907.562.7802

December 10, 2015

Tyler Robinson, Director Development Planning and Finance
[Cook Inlet Housing Authority
3510 Spenard Road, Suite 100
Anchorage, Alaska 99503

RE: Letter of Agency Partnership -Department Of Health and Social Services
Tesoro-Olson Site or the Alpina Auto Repair Shop, Cleanup Proposal
3607 and 3609 Spenard Road, Anchorage, Alaska 99503

Dear Mr. Robinson:

The Alaska Department of Health and Social Services (DHSS), Section of Epidemiology often coordinates with the Alaska Department of Environmental Conservation's (ADEC's) Contaminated Sites Program (CSP) when cleanup projects required HSS support. These projects typically involve a state and public concern about potential acute or chronic public exposure. CSP often engages DHSS when it requires information regarding health impacts or when there is need for a health assessment.

We are aware that the referenced site pertains to the former Tesoro-Olson Site, a leaking underground storage tank site with documented groundwater and soil contamination. Similar sites are ubiquitous in many communities and generate concerns of human exposure and health. We are pleased that the Cook Inlet Housing Authority (CIHA) is seeking financial resources to assist in addressing necessary remediation activities.

Sites of this nature may involve risk to human health through contact, consumption, or inhalation. It is our understanding through communication with the CSP that CSP is actively coordinating with CIHA on all activities at this site. We understand that redevelopment and future use of the site may lead to an additional concern regarding vapor intrusion, a prominent concern at many Alaska contaminated sites. Our agency will coordinate with CSP and CIHA to address any topic of public health concern. CSP has already informed us that this site is active through CIHA involvement and we are pleased to be part of the team to remedy an ongoing environmental concern.

Tyler Robinson, Director Development Planning and Finance
December 10, 2015
Page 2

We extend our full support to CIHA in their pursuit of funding to address necessary remediation activities, as it is difficult to obtain financial resources for cleanup projects of this nature.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ali Hamade', with a long horizontal flourish extending to the right.

Ali Hamade, PhD, DABT
Environmental Public Health Program Manager
907 269 8086
ali.hamade@alaska.gov

cc Bill O'Connell, Environmental Program Manager, ADEC



Municipality of Anchorage

Office of Economic Community Development

December 11, 2015

Tyler Robinson, Director Development Planning and Finance
Cook Inlet Housing Authority
3510 Spenard Road, Suite 100
Anchorage, Alaska 99503

RE: Environmental Protection Agency, Brownfields Cleanup Grant
3607 and 3609 Spenard Road, Anchorage, Alaska

Dear Mr. Robinson,

I am writing to you today to express the support of the Municipality of Anchorage's Office of Economic & Community Development for Cook Inlet Housing Authority's (CIHA) application to the Environmental Protection Agency (EPA) for a Brownfields Cleanup Grant at 3607 and 3609 Spenard Road.

CIHA has a proven track record of redevelopment experience, including on brownfield sites, throughout Anchorage, such as: the 12-unit mixed-use building on a former car wash site in Mountain View; the 80-unit affordable housing development on a former mobile home site in East Anchorage; the 120-unit redevelopment of a former public housing site in midtown; and, more than 50 redeveloped infill sites scattered throughout the city. CIHA has developed hundreds of units of housing in Anchorage over the past ten years and significantly helping to address the Municipality's shortage of affordable housing.

CIHA's plans for 3607 and 3609 Spenard Road are important for the redevelopment of the Spenard neighborhood and will accomplish several community development goals: removal of blighted structures, redevelopment of a Brownfield site, development of new affordable housing in the midtown area of Anchorage, and provide the kind of mixed-use development that support current and future commercial activity along the Spenard corridor.

Your development plans for the properties at 36th Avenue and Spenard Road will help serve as a catalyst for further investment in one of Anchorage's older neighborhoods. The Spenard Commercial Corridor is identified in our city's Comprehensive Plan as both a transit corridor and targeted area for redevelopment based on its location to key employment areas. This focus was further reinforced in the recently adopted West Anchorage District Plan that specifically

identified the Spenard Commercial Corridor as a prime area for commercial and medium density residential development.

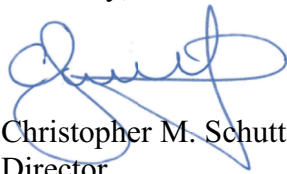
The 'Alpina' site at 3607 and 3609 Spenard Road is the former location of a Tesoro-Olsen gas station, and is a known contaminated site in which the contamination is migrating off-site via the groundwater and affecting other properties in the area. The EPA has already funded a Targeted Brownfields Assessment on this site and EPA funding for cleanup will be an important step towards preparing the site for redevelopment.

We are pleased to see that CIHA has moved forward with removal of the blighted structures and foundations on this property as well as the surrounding parcels. The area is already much improved to the delight of the local community and the Municipality.

We extend our full support to CIHA and will provide assistance with on-going planning needs, community involvement and public meetings, housing policy development, infrastructure planning, and coordination of adjacent development projects. We welcome the potential participation of the EPA in funding the cleanup of this contaminated site and encourage that agency to look favorably upon the CIHA grant request.

The cleanup of this brownfield and resultant redevelopment will be tremendous environmental and community development achievements that will go a long way to securing a safe, secure, and strong Anchorage in the future. Thank you for your initiative and leadership in this project and all of your other work to provide our community with quality affordable housing.

Sincerely,



Christopher M. Schutte
Director
Office of Economic & Community Development
Municipality of Anchorage

Spenard Community Council
Resolution # _____

**A resolution supporting Cook Inlet Housing Authority's application for
a Brownfields Cleanup Grant from the EPA for 3607 / 3609 Spenard Road**

WHEREAS, Cook Inlet Housing Authority (CIHA) has a proven track record of redeveloping brownfield sites in Anchorage; and,

WHEREAS, CIHA has acquired several blighted and contaminated sites near the intersection of 36th and Spenard and seeks to redevelop the area with high-quality affordable housing and mixed use development; and,

WHEREAS, redevelopment along Spenard road will help provide a catalyst for further public and private investment; and,

WHEREAS, in 2012 CIHA received a State of Alaska Capital Grant to purchase the "Alpina" site at 3607 / 3609 Spenard Road; and,

WHEREAS, the Spenard Community council supported CIHA's request for project funding through a resolution passed on March 7, 2012; and,

WHEREAS, a Targeted Brownfield Assessment will be completed in 2014 that identifies the full extent of the contamination on the site and lays out a cleanup plan; and,

WHEREAS, the EPA's Brownfields Assessment Grant would provide up to \$400,000 to help clean up the site and provide an important step towards a feasible redevelopment.

NOW, THEREFORE BE IT RESOLVED that the Spenard Community Council supports CIHA's application for an EPA Brownfields Cleanup Grant to further redevelopment of a brownfield site in Spenard.

Passed this 4th day of December, 2013 at a meeting of the Spenard Community Council.



Robert Auth, Chair
Spenard Community Council

Spenard Community Council

Resolution # _____

A resolution supporting Cook Inlet Housing Authority's request for State of Alaska Capital Budget funding for Spenard Road site acquisition and environmental contamination abatement

WHEREAS, Cook Inlet Housing Authority (CIHA) strives to increase access to quality, affordable housing for individuals and families in the Cook Inlet region, focusing on the impact of housing development as a catalyst for neighborhood revitalization; and

WHEREAS, the property located at 3607 & 3609 Spenard Road, commonly called the "Alpina" site, is the source site of environmental contamination affecting multiple properties and a barrier to strategic redevelopment in and around the intersection of Spenard Road and 36th Avenue; and

WHEREAS, CIHA has a proven track record of redeveloping contaminated sites in a manner that enhances their value to the neighborhood and promotes further public and private investment; and

WHEREAS, CIHA seeks to acquire and redevelop the Alpina site and proximate properties located near the intersection of Spenard Road and 36th Avenue; and


WHEREAS, CIHA presently estimates its total investment in such Spenard redevelopment will be approximately \$26 million, including mixed-use development consisting of high-quality, affordable rental housing and first-floor, street-side office and/or retail space; and

WHEREAS, in pursuing redevelopment opportunities in Spenard, CIHA must overcome challenges such as the acquisition of funding/financing, lot consolidation, remediation of contaminated properties, and improvements to, or replacement of, existing infrastructure; and

WHEREAS, CIHA's State of Alaska Capital Budget request in the amount of \$1.9 million would provide sufficient funding for CIHA to acquire the Alpina site and commence necessary monitoring/remediation of environmental contamination;

NOW, THEREFORE BE IT RESOLVED by the Spenard Community Council to support Cook Inlet Housing Authority's State of Alaska Capital Budget request for Spenard Road Revitalization and Environmental Contamination Abatement.

Passed this 7 day of March, 2012 at a meeting of the Spenard Community Council.



Rene Haag, Chair
Spenard Community Council



December 8, 2015

Tyler Robinson, Director Development Planning and Finance
Cook Inlet Housing Authority
3510 Spenard Road, Suite 100
Anchorage, Alaska 99503

RE: Environmental Protection Agency, Brownfields Cleanup Grant
3607 and 3609 Spenard Road, Anchorage, Alaska

Dear Mr. Robinson,

The Anchorage Economic Development Corporation (AEDC) is pleased to provide this letter supporting Cook Inlet Housing Authority's (CIHA) application to the EPA for a Brownfields Cleanup Grant at 3607 and 3609 Spenard Road.

AEDC's mission is to grow a prosperous, sustainable and diverse economy for Anchorage. We encourage growth and diversity in the economy, promote a favorable business climate and want to improve the standard of living of all Anchorage residents. In 2011, AEDC adopted the Live. Work. Play. (LWP) grassroots effort focused on community improvement and engagement to make Anchorage the #1 city in America to Live, Work and Play. Housing has been adopted as one of our seven areas of focus as local employers have indicated that the lack of quality, affordable housing has impacted their ability to attract and retain skilled workers.

With the Anchorage housing market being one of the 25 most expensive markets in the nation, additional production of affordable housing is needed. CIHA has a proven track record of redevelopment in Anchorage and is a key player to helping us address this housing shortage which was estimated to be almost 500 units per year for the next 20 years.

CIHA's plans for the redevelopment of Spenard, one of the older and iconic neighborhoods in Anchorage, will help bring us these needed housing units and your goal of cleaning up the contaminated site at the former Tesoro-Olsen gas station is a critical start. Having the city target Spenard as an area of redevelopment and identifying it as a key transit corridor for Anchorage means that added housing can be located close to our existing major employment areas, schools and public transportation. We are pleased to see that CIHA has moved forward in Muldoon to bring 100 units by next year and also at this site by removing the old and deteriorated buildings at 36th Avenue and Spenard. The area at this particular intersection is already substantially improved and demonstrating progress to the community.



We extend our full support to CIHA and will provide assistance with on-going research, planning and housing policy development. We encourage the EPA's partnership with CIHA through the funding of this cleanup grant request in order to help Anchorage address one of our community's priorities which is providing quality affordable housing.

Sincerely,

A handwritten signature in black ink, appearing to be 'WP' or 'Bill Popp', written in a cursive style.

Bill Popp
President & CEO
Anchorage Economic Development Corp.

Spenard Chamber of Commerce

December 8, 2015

Tyler Robinson, Director Development Planning and Finance
Cook Inlet Housing Authority
3510 Spenard Road, Suite 100
Anchorage, Alaska 99503

Re: 3607 and 3609 Spenard Road

Dear Mr. Robinson,

On behalf of the Spenard Chamber of Commerce, please accept the Chamber's support of the Cook Inlet Housing Authority's (CIHA) application for an EPA Brownfield Cleanup Grant request for your property in Spenard.

The Spenard Chamber of Commerce's mission is to "cultivate Spenard's status as Anchorage's vibrant shopping, dining, and entertainment district with an abundant variety of successful independent businesses in a safe and fun environment". We engage in our mission through business advocacy and economic and business development.

The cleanup of the former Tesoro-Olson Gas Station at 36th Avenue and Spenard Road is an important step in the cleanup and revitalization of this section of Spenard Road. We congratulate you on the acquisition and recent removal of the blighted structures that formerly defined this highly visible area. CIHA's plans to redevelop property on both sides of Spenard with mixed-use (commercial and residential) will provide an anchor to support the further redevelopment of the district and stimulate economic investment. The Chamber looks forward to working with CIHA to promote these projects.

This letter demonstrates the Chamber's support for CIHA's efforts to revitalize this key area around 36th Avenue and Spenard Road. We appreciate the EPA's consideration of cleanup funding for this endeavor as well as your efforts to champion the brownfield cleanup work that our neighborhood wishes to see.

Sincerely,



Barbara Smart
President



The mission of the Spenard Chamber of Commerce is to cultivate Spenard's status as Anchorage's vibrant shopping, dining and entertainment district with an abundant variety of successful independent businesses in a safe and fun environment.


Business Advocacy.
The Chamber will promote a positive business environment for Spenard and Anchorage as a whole.

Economic and Business Development.
The Chamber will promote economic and business growth in Spenard with emphasis on independent businesses providing a variety of unique and lively shopping, dining and entertainment options.

Activities shall be carried out in a non-partisan, non-discriminatory manner.

Spenard Chamber of Commerce
P.O. Box 92286
Anchorage, AK
99509-2286

chamber@spenard.biz
FAX: 563-2326
www.spenard.biz

 Spenard-Chamber-of-Commerce

Letter of Support

Cook Inlet Housing Authority Brownfield Cleanup Alternatives EPA grant

Tyler Robinson, Director Development Planning and Finance,

Cook Inlet Housing Authority

Via Email: trobinson@cookinlethousing.org

Dear Mr. Robinson,

I have owned my home at 1000 Wilshire Avenue since 2003. Since that time, I have witnessed the neighborhood improve, crime decrease and families moving back onto my street. One of the better signs of improvement is the clearing of boarded up houses, old gas stations and the like from down my street. I think CIHA and its contractors did excellent work which seemed phased appropriately for mitigating effects on the neighbors.

I'm reviewing the draft grant to the EPA for the brownfield program and as someone who still gets drinking water from a well, and as someone who works with contaminated sites as a professional; I am very supportive of this effort.

The development of alternatives was thoughtful, fact-based and I believe the full use of this site will transform my neighborhood in to a safe, and vibrant neighborhood and I am very much in support of seeing this development progress.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emily Creely", with a stylized, cursive script.

Emily Creely
1000 Wilshire Ave
Anchorage AK 99503

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

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DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program
Grant Agreement

Grant Agreement Number 13-DC-499		Amount of State Funds \$ 1,900,000	
Encumbrance Number/AR/Lapse Date / 31953 / 06/30/2017		Project Title Spenard Road Revitalization and Environmental Contamination Abatement	
Grantee		Department Contact Person	
Name Cook Inlet Housing Authority EIN: 92-0068981		Name Jill Furbish	
Street/PO Box 3510 Spenard Road		Title Grants Administrator II	
City/State/Zip Anchorage, AK 99503-3777		Street/PO Box 550 W 7th Avenue, Suite 1640	
Contact Person Mark Crosby, Controller		City/State/Zip Anchorage, AK 99501-3569	
Phone (907) 793-3012	Fax (907) 793-3070	Phone (907) 269-4537	Fax (907) 269-4066

AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **Cook Inlet Housing Authority** (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$1,900,000.00**.

Section II. The Grantee shall perform all of the work required by this Agreement.

Section III. The work to be performed under this agreement begins **7/1/2012** and shall be completed no later than **6/30/2017**.

Section IV. The agreement consists of this page and the following:

ATTACHMENTS

Attachment A: Scope of Work

1. Project Description
2. Project Budget
3. Project Narrative
4. Project Management/Reporting
5. Forms Packet

Attachment B: Payment Method

Attachment C: Standard Provisions

APPENDICES

Appendix A: Audit Regulations

Appendix B: Audit Compliance Supplement

Appendix B2: Insurance

Appendix C: State Laws and Regulations

Appendix D: Special Requirements and Assurances for Federally Funded Projects (if applicable)

Appendix E: Site Control

Appendix F: State Fire Marshal Review

AMENDMENTS: Any fully executed amendments to this Agreement

GRANTEE COPY RECEIVED
JAN 02 2013

Grantee	Department
Signature 	Signature
Printed Name and Title Carol Gore, President/CEO	Printed Name and Title Debi Kruse, Grants Administrator III
Date 12/28/2012	Date 1-2-13

Reviewed by: _____

Attachment A Scope of Work

1. Project Description

The purpose of this FY 2013 Designated Legislative Grant in the amount of **\$1,900,000.00** [pursuant to the provisions of AS 37.05.316, SLA 2012, SB 160, Chapter 17, Section 1, Page 78, and Line 32] is to provide funding to Cook Inlet Housing Authority for use towards **Spenard Road Revitalization and Environmental Contamination Abatement**. The objective of this project is acquisition of a former gas station and abatement of existing environment contamination. This site will be integrated into a substantial, multi-site revitalization project on Spenard Road, which will include the development of new workforce housing and commercial/office space.

This project may include, but is not limited to:

- Property acquisition;
- Environmental contamination abatement; and
- Design and construction.

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$ 1,710,000.00
Administration	\$ 190,000.00
Total Grant Funds	\$ 1,900,000.00

3. Budget Narrative

The Grant Funds identified above will be used to complete the project described in the above Project Description.

4. Project Management/Reporting

This project will be managed by the Grantee.

If the Grantee is not a City, signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the President and CEO. The President and CEO may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The President and CEO may also designate financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. It may also result in the Grantee being required to return such amounts to the State.

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form (see attached) each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due fifteen (15) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

5. Grant Forms Packet

The following page, which includes the Designated Legislative Grant Financial/Progress Report Form, is to be used by the Grantee for monthly/quarterly reporting. Additional copies of this form are available from the Department, electronically or in hard copy.

Designated Legislative Grant Financial/Progress Report

Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs

Grantee: Cook Inlet Housing Authority

Grant Number: 13-DC-499

Project Title: Spenard Road Revitalization and Environmental Contamination Abatement

Report No:

Reporting:

☐ Monthly

☒ Quarterly

From:

To:

Cost Category	Authorized Budget	Grant Expenditures This Period	Total Grant Expenditures to Date	Balance of Grant Funds
Project Funds	1,710,000.00			
Administration	190,000.00			
Total This Report	1,900,000.00			

Current Advance Balance (if any)			
Total Grant Expenditures This Period		Total Grant Award	1,900,000.00
LESS Advance Recovered This Report (if any)		LESS Total Grant Expenditures to Date	
NET REIMBURSEMENT TO GRANTEE		LESS Unrecovered Advance Balance	
Advance Balance Remaining (if any)		TOTAL Grant Funds Remaining	

Progress Report: Describe activity that supports the expenditures during the period. If no activity has taken place please provide an explanation. Identify any problems you have experienced and/or accomplishments this period. Attach additional pages if necessary.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Authorized Signature

Date

Name and Title

DCCED STAFF USE:

Encumbrance No:

Payment Amount:

GA Approval:

DCCED Signature

Date

Attachment B

Payment Method

1. Reimbursement Payment

Upon receiving and approving a Grantee's financial/progress reports, the Department will reimburse the Grantee for costs incurred during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved financial/progress reports, prepared and submitted by the Grantee on the form provided in Attachment A. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., vendor billings, timesheets, payroll tax form).

2. Advance Payment

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

3. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this grant agreement, including all required reporting.

Attachment C

Standard Provisions

Article 1. Definition

"Department" refers to the Department of Commerce, Community and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 13. Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages

or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments

made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance. In addition, the Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36, PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The Grantee shall comply with the audit requirements established by 02 AAC 45.010, set forth in Appendix A of this Grant Agreement.

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A Audit Regulations

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2 AAC 45.010. AUDIT REQUIREMENTS.**

A copy of the most current 2 AAC 45.010 adopted regulations is available at the State Single Audit website:
<http://doa.alaska.gov/dof/ssa/index.html>.

Appendix B

Audit Compliance Supplement

Grants to Named Recipients

1. Program Objectives

Authorized under AS 37.05.316, these grants are made at the discretion of the Legislature. The grants are designated by the Legislature to a specific entity for a specific project or activity to be performed by the named recipient.

2. Program Procedures

Following enactment of the authorizing legislation, the Department executes a grant agreement with the named recipient, which specifies the project to be undertaken.

3. Compliance Requirements and Suggested Audit Procedures

There are no specific grant regulations governing the administration of these grants. All compliance requirements and suggested audit procedures must be based upon specific provisions of the grant agreement.

A. Types of Services Allowed and Unallowed

Compliance Requirement Grant funds can be expended for a variety of purposes as provided for in the authorizing legislation and as specified in the grant agreement.

Suggested Audit Procedure Review the grant agreement and related records to determine if the funds were expended in accordance with the terms of the agreement.

B. Eligibility

The auditor is not expected to make tests for recipient eligibility.

C. Matching, Level of Effort and/or Earmarking Requirements

Compliance Requirement Any matching, level of effort and/or earmarking requirements will be established by the Legislature and identified in the grant agreement. Most grants to named recipients will not require a match.

Suggested Audit Procedure Review the grant agreement, identify any matching, level of effort and/or earmarking requirements, and verify that the requirements were met.

D. Reporting Requirements

Compliance Requirements The grant agreement will specify the reporting requirements to which the grantee must adhere.

Suggested Audit Procedures Examine reports and supporting documentation and verify completeness, accuracy and timeliness of submission. Verify that required approvals were obtained and that expenditures and matching contributions were within award performance period.

E. Special Tests and Provisions

Compliance Requirement The grant agreement will identify any other compliance requirements to which the recipient is to adhere.

Suggested Audit Procedures Review the grant agreement, identify any other applicable compliance provisions, including the "standard provisions," and verify that the requirements were met.

Appendix B2 Insurance

Article 1. Insurance

Without limiting contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's services.

1.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e. USL & H and Jones Acts) must also be included.

1.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$300,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

1.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000.00 per person/\$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.

1.4 Professional Liability Insurance: Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate
\$100,000 - \$499,999	\$250,000 per occurrence/annual aggregate
\$500,000 - \$999,999	\$500,000 per occurrence/annual aggregate
\$1,000,000 or over	Negotiable - Refer to Risk Management

Appendix C

State Laws and Regulations

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

Air Emissions Permit—AS 46.14.140, 18 AAC 50.030
Anadromous Fish Protection Permit—AS 41.14.870, 11 AAC 195.010
Authorization for Tidelands Transportation—AS 38.05.035, 11 AAC 51.015
Brine or Other Salt Water Waste Disposal Permit—AS 31.05.030
Burning Permit during Fire Season—AS 41.15.060, 11 AAC 95.410
Coal Development Permit—AS 27.21.030, 11 AAC 85.110
Critical Habitat Area Permit—AS 16.20.510, 05 AAC 95.420
Dam Construction Permit—AS 46.17.040, 11 AAC 93.171
Driveway Permit—AS 19.05.040, 17 AAC 10.020
Encroachment Permit—AS 19.25.200, 17 AAC 10.012
Miscellaneous State Land Use Permit—AS 38.05.035, 11 AAC 96.010
Mineral and Geothermal Prospecting Permits—AS 38.05.181, 11 AAC 82.100
Occupied Tide and Submerged Land—AS 38.05.820, 11 AAC 62.010
Open Burning Permit—AS 46.03.020, 18 AAC 50.065
Permit for Use of Timber or Materials—AS 38.05.110, 11 AAC 71.025
Permit to Appropriate Water—AS 46.15.040, 11 AAC 93.120
Pesticides Permit—AS 46.03.320, 18 AAC 90.300
Preferred Use Permit—AS 46.15.150, 11 AAC 93.240
Right-of-Way and Easement Permits—AS 38.05.850, 11 AAC 58.740
Solid Waste Disposal—AS 46.03.100, 18 AAC 60.200
Special Land Use Permit—AS 38.05.850, 11 AAC 58.210
State Game Refuge Land Permit—AS 16.20.050 - 16.20.060
State Park Incompatible Use Permit—AS 41.21.020, 11 AAC 18.010
Surface Oiling Permit—AS 46.03.740, 18 AAC 75.700
Surface Use Permit—AS 38.05.255, 11 AAC 86.600
Tide and Submerged Lands Prospecting Permit—AS 38.05.250, 11 AAC 62.700
Tidelands Permit—AS 38.05.035
Tidelands Right-of-Way or Easement Permit—AS 38.05.820
Utility Permit—AS 19.25.010, 17 AAC 15.011
Waste Water Disposal Permit—AS 46.03.100, 18 AAC 72.010
Water Well Permit—AS 31.05.030, 11 AAC 93.140

Environmental Conservation—AS 46.03

This chapter of the Alaska Statutes applies to municipalities and could subject them to enforcement actions instituted by the Alaska Department of Environmental Conservation for air, land and water nuisances, and water and air pollution in a municipality of 1,000 or more, and may establish a local air pollution control program.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the

time the grant is accepted if the fair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section "influencing legislative action" means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Hiring Preferences—AS 36.10

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 - 36.10.175 for employment generated by the grant.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The department may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products —AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences – AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Appendix D
Special Requirements and Assurances
for Federally Funded Projects

Federal grant requirements are not applicable to the Designated Legislative Capital Grant program.

Appendix E Site Control

1. Site Control

The Grantee must provide evidence of site control for a project that involves any use of land, including but not limited to, construction, renovation, utility projects, fuel storage, roads, and trails.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site. Site control options are identified in Section 2.

For a project planned on land that is controlled by a public agency, the Grantee must obtain whatever authorization for use that is required by the public agency.

2. Site Control Options

Below are some examples of documents that may be used to satisfy site control requirements for various community facilities/projects. The terms and conditions contained in each document must be examined to determine adequacy for a specific project.

	Deed	Lease	Easement	Use Permit	License
Community Hall	✓	✓			
Clinic	✓	✓			
Fire Station	✓	✓			
Bulk Fuel Storage	✓	✓			
Dump	✓	✓			
Shop/Storage Building	✓	✓			
Cemetery	✓	✓			
Dock	✓	✓			
Campground	✓	✓			
Generator Building	✓	✓			
Multi-purpose building	✓	✓			
Laundromat	✓	✓			
Water well/Septic	✓	✓		✓	
Village Relocation	✓	✓	✓	✓	
Agriculture Project	✓	✓			
Sewage Lagoon	✓	✓			
Communication Site	✓	✓			
Road (.25')			✓	✓	
Trail (.25")			✓	✓	
Boardwalk			✓	✓	✓
Powerline			✓	✓	✓
Water/Sewer Line			✓	✓	✓
Pipeline			✓	✓	✓

Appendix F State Fire Marshal Review

The Plan Review Process

Construction, repair, remodel, addition, or change of occupancy of any building/structure, or installation or change of fuel tanks must be approved by the State Fire Marshal's Office before ANY work is started.

Residential housing that is three-plex or smaller is exempt from this requirement.

Exception: The following jurisdictions have accepted a deferral for total code enforcement and plans should be submitted directly to the city: Anchorage, Juneau, Fairbanks, Kenai, Seward, Kodiak, Sitka, and Soldotna

Plans and specifications regarding the location of the building or structure on the property, area, height, number of stories, occupancy, type of construction, interior finish, exit facilities, electrical systems, mechanical systems, fuel storage tanks and their appurtenances, automatic fire-extinguishing systems, and fire alarm systems must be submitted by the owner or owner's representative to the State Fire Marshal for examination and approval. This review does not address structural considerations or accessibility requirements. Mechanical and electrical review is limited to that which is necessary to confirm compliance with fire and life safety requirements.

A copy of the plan review approval certificate must be posted as required in 13 AAC 55.100(b). It is prohibited to occupy a building for which plans have not been examined and approved.

If any work for which a plan review and approval is required has been started without first obtaining plan review and approval, an additional special processing plan review fee of \$100 is charged for the first violation. The special processing plan review fee for a subsequent violation by the same person is an additional charge **equal to the amount of the standard plan review fee** for the project.

Authority: AS 18.70.080

Alaska Administrative Code: 13 AAC 50.027

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
|---|--------------------|
| 1. Transmittal Letter including Other Factors Checklist | (IV.C.1) |
| 2. Narrative Proposal | (V.B) |
| 3. Attachments | |
| a. Threshold Documentation | (III. B and III.C) |
| b. Letter from State Authority | (III. C. 2) |
| c. Letters of Commitment | (V.B.3) |
| d. Leveraged Funds Commitments | (V.B.2.c) |
| e. Community Notification Documentation | (III.C.6) |
| f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) | (III.C.6) |
| g. Documentation of Non-Profit Status (if applicable) | N/A |
| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |

**Cook Inlet Housing Authority
Public Notice of Application for
FY16 Brownfields Clean-up**

Cook Inlet Housing Authority (CIHA) is applying for a FY16 Brownfields Clean-up Grant from the EPA for clean-up of the site at 3607 and 3609 Spenard Road. Clean-up alternatives and redevelopment plans for this site were initially presented to the public at the December 2013 meeting of the Spenard Community Council. Draft copies of the grant proposal and Analysis of Brownfield Clean-up Alternatives will be available Friday, December 11, 2015 for public review at www.cookinlethousing.org. CIHA will hold a community meeting on Tuesday, December 15, 2015 from 12:00pm to 1:00pm at 3510 Spenard Road and will accept comments on the drafts of the grant proposal and Analysis of Brownfield Clean-up Alternatives at the meeting.

Published: December 4, 2015

Promoting Independence Through Housing

[HOME](#)[CIHA INFORMATION](#)[HOMES FOR SALE](#)[RENTAL PROPERTIES](#)[FAQ](#)[CONTACT US](#)[NEW CONSTRUCTION](#)

With our vision of "Independence through Housing" in mind, Cook Inlet Housing Authority develops programs intended to offer a "hand up", or an opportunity to move beyond the need for assistance. It's our hope that through quality housing and effectively administered programs, we provide a solid foundation, which will further build the overall quality of life.



RENTAL PROPERTIES

CIHA offers well designed, beautifully maintained homes & apartments in a variety of locations throughout Southcentral Alaska.

Click for more info and to see properties



HOMES FOR SALE

Cook Inlet Lending Center provides affordable solutions to home ownership. Now offering HUD Section 184 Loans.

[Click for more info and to see properties](#)



[ARTPLACE](#)

[Click for more](#)



[WEATHERIZATION](#)

[Click for more](#)

[CURRENT VACANCIES](#)

[Current Vacancies List](#)

EVENTS

CURRENT JOB POSTINGS

Accounting Technician, AP

Systems Specialist

Bookkeeper

Assistant Controller

Part-time Community Director in Eagle River

PUBLIC NOTICES

Public Notice and Comment for EPA FY16
Brownfields Clean-up Grant

HOUSING APPLICATION

2015 Housing Application



[HOME](#) · [CONTACT US](#) · [EMPLOYEE MAIL](#) · [BOARD](#) · [PRIVACY POLICY](#)



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Public Notice and Comment for EPA FY16 Brownfields Clean-up Grant

Cook Inlet Housing Authority Public Notice of Application for FY16 Brownfields Clean-up

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Published 12/4/2015

Download "Public Notice of Application for FY16 Brownfields Clean-up"

[Public-Notice-FY16-Brownfields-Clean-up-Application.pdf](#) – Downloaded 2 times – 17 kB

Public Comment for EPA FY16 Brownfields Cleanup Grant

Cook Inlet Housing Authority (CIHA) is seeking public comment on a draft Analysis of Brownfield Cleanup Alternatives (ABCA) and application to the Environmental Protection Agency (EPA) for a FY16 Brownfields Cleanup Grant for the site at 3607 and 3609 Spenard Road.

March 7, 2012:

Concept redevelopment plans for acquisition and environmental abatement for the site were presented at the Spenard Community Council at its regular meeting. This presentation also outlined the known contamination existing at the time. The Spenard Community Council resolution supporting the State Capital Budget request will soon be available as an attachment for review.

December 4, 2013:

Cleanup alternatives and content of an EPA FY14 grant application were presented to the Spenard Community Council at its regular meeting. The Spenard Community Council resolution supporting the EPA

FY14 grant application will soon be available as an attachment for review.

January 16, 2014:

CIHA held a public meeting to get feedback and comments on the ABCA and FY14 Clean-up grant. Public comments were summarized and included in the grant proposal to the EPA.

December 11, 2015:

Draft ABCA and FY16 Clean-up grant proposal available for review.

December 15, 2015:

CIHA will hold a public meeting to get feedback and comments on the draft ABCA and FY16 Clean-up grant proposal. Public comments will be summarized and included in the final grant proposal to the EPA.

The draft ABCA entitled "Additional Environmental Assessment, 3607 and 3609 Spenard Road, Anchorage, Alaska (October 2012)" details the cleanup alternatives as envisioned. Ongoing assessment work can lead to revisions to the cleanup alternatives. The summary provides a briefer synopsis of the site history, alternatives, and redevelopment plans in the ABCA.

Final comments on the draft Analysis of Brownfield Clean-up Alternatives and FY16 Clean-up Grant proposal should be made in person at the public meeting or by contacting CIHA through the methods outlined below. To be considered in the EPA application, comments must be received by December 15, 2015 at 1:00 p.m.

Public Meeting:

Date: Tuesday, December 15

Time: 12:00 p.m. to 1:00 p.m.

Location: 3510 Spenard Road, Anchorage, AK 99503

Contact: Tyler Robinson, Director Development Planning and Finance, Cook Inlet Housing Authority

Email: trobenson@cookinlethousing.org

Phone: 907.793.3721

Document Links:

(These links will be available December 11, 2015)

2012 Summary Analysis of Brownfield Clean-up Alternatives

2012 draft Analysis of Brownfield Clean-up Alternatives "Additional Environmental Assessment, 3607 and 3609 Spenard Road, Anchorage, Alaska (October 2012)"

2012 Spenard Community Council Support for Acquisition Grant

2013 Spenard Community Council Support for Cleanup Grant

2015 draft EPA FY16 Brownfield Clean-up Grant Proposal

2015 Summary Analysis of Brownfield Clean-up Alternatives

Download "Public-Comment-for-EPA-FY16-Brownfields-Grant.pdf"

Public-Comment-for-EPA-FY16-Brownfields-Grant.pdf – Downloaded 0 times – 44 kB

PROCUREMENT DEPARTMENT

Pamela Iverson

(907) 793-3064

piverson@cookinlethousing.org

Kathy O'Rourke

(907) 793-3029

korourke@cookinlethousing.org

Chet King

(907) 793-3030

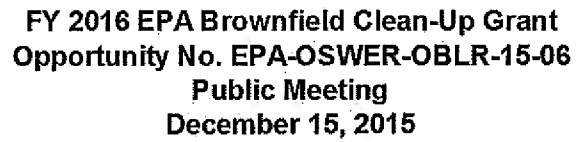
cking@cookinlethousing.org



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EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
|--|--------------------|
| 1. Transmittal Letter including Other Factors Checklist | (IV.C.1) |
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| f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) | (III.C.6) |
| g. Documentation of Non-Profit Status (if applicable) | N/A |
| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |

Draft Analyses of Brownfield Cleanup Alternatives

3607 and 3609 Spenard Road, Anchorage, Alaska

December 2015

This document summarizes the findings of an Analyses of Brownfield Cleanup Alternatives, completed for Cook Inlet Housing Authority (CIHA) through 2015 for 3607 and 3609 Spenard Road in Anchorage Alaska. CIHA purchased this known contaminated site in order to complete cleanup requirements that have stagnated over the years, and revitalize this location as part of a greater regional development plan. This summary satisfies the requirements of the EPA's Competitive Brownfield Cleanup Grant (RFP No: EPA-OSWER-OBLR-15-06) Section 1(c)(vi): Draft Analysis of Brownfield Cleanup Alternatives (ABCA). A separate document "Additional Environmental Assessment, 3607 and 3609 Spenard Road, Anchorage, Alaska, dated October 2012" is available that more completely reviews the site history, including environmental assessments and cleanup to date, and further details preliminary plans to address environmental contamination for a potential redevelopment project.

A prior ABCA used conservative cleanup planning to remove all accessible known contaminated material to the depth of groundwater. Since completion, further site information has been collected, and is in progress of analysis that will focus the scope of source-material removal and reduce overall cost.

Introduction & Background

The street address for the property is 3607 and 3609 Spenard Road, Anchorage, Alaska. The property is located in a commercial/residential area and comprises one parcel encompassing 1.73 acres. A Vicinity Map showing the property and surrounding area is included as Figure 1. A site plan depicting general site features of the property and adjacent parcels is included in Figure 2.

The property was used as a gasoline fueling station from 1964 to 1993. The tanks, dispensers and piping associated with the station have been removed along with three commercial structures. The western half of the property is paved and the eastern half is unpaved. Other interim uses included a car wash, firewood cutting lot and a vehicle rental lot.

The property is bound to the north by another vehicle sales lot and a bakery, a residential neighborhood to the east and Chugach Way to the south and Spenard Road to the west. Commercial parcels are located south and west of these two roads.

Redevelopment Plan

This property is part of a greater redevelopment plan for the neighborhood. CIHA's total redevelopment area includes the subject property, 10-14 residential lots to the east, and site to the west across Spenard Road. CIHA has plans to develop new rental housing at these sites, with a combination of mixed use buildings on the PJ's site and the subject property, and new residential development on the residential lots. The planned redevelopment will be designed specifically for these sites and for Spenard, but will be

similar in quality, energy efficiency, and mix of building types as constructed in other areas of Anchorage.

CIHA staff has attended several meetings of the Spenard Community Council to discuss redevelopment plans with the community and have a resolution passed by the Spenard Community Council dated March 7, 2012, in which the council provided support for CIHA's request for funding to acquire the subject property. The resolution specifically highlights the goal of remediating contaminated properties as part of the overall redevelopment. The project received \$1.9M in support from the 2012 State Capital Budget for acquisition of the subject property. In all, the full redevelopment is estimated at \$26million

One of the Project Team members is the Spenard Chamber of Commerce, which endorses CIHA's redevelopment efforts in the neighborhood. The primary difference between the Spenard Chamber and the Spenard Community Council is that the chamber is comprised of neighborhood businesses (CIHA is itself also a member). So, in addition to providing a benefit to the community at large, the redevelopment is seen as providing a catalyst to support other businesses in Spenard.

Several other planning efforts are underway that will eventually support CIHA's development plans. First, Spenard Road itself has been undergoing design alternatives for several years. Due to the limited Right of Way in the corridor the design has been controversial; however, the need for enhanced safety, pedestrian amenities, and streetscape improvements will eventually result in a redesigned road corridor. Current plans are for the section of Spenard between Benson and Hillcrest (north), but following that design the section of road down through 36th will be targeted. CIHA will work with the MOA to coordinate CIHA redevelopment plans with eventual possible public improvements.

The West Anchorage District Plan (WADP) is an implementation plan of Anchorage 2020, Anchorage's comprehensive plan. The WADP is currently in front of the Anchorage Assembly and will soon be adopted as an element of the comprehensive plan. The WADP recommends Spenard to be identified with Town Center and Commercial Corridor land use designation. The proposed CIHA developments are consistent with this designation.

In addition, the WADP recommends an additional planning effort with a focus on Spenard. We have included the portion of the WADP that recommends the Spenard Strategic Planning Area, which details a variety of challenges and opportunities in the district. CIHA's plans are consistent with overcoming these challenges and implementing a vision of Spenard that is desired by the Municipality.

The proposed project work in whole provides a number of public benefits, including:

- Assessment of on- and off-site contamination
- Remediation of contaminated site affecting the broader neighborhood
- Redevelopment of blighted properties
- Development of new affordable housing (The Municipality recently released its Housing Market Analysis in which it identified a deficiency in compact housing to meet the needs of the Municipality's growth)
- Development of new retail space in emerging commercial corridor

- Act as catalyst for additional private investment
- Increase property values and tax base
- Contribute to reuse of existing infrastructure while also helping to support needed infrastructure upgrades

Summary of Work to Date

The following summarizes the investigations that have led to what is currently known about the lateral and vertical extent of contamination measured at concentrations greater than the most stringent DEC cleanup levels.

July 1996	Release Investigation (RI) - MWs 1-3 installed; soil and groundwater impacts verified.
1997	RI - MWs 2 4-6 installed, excavation of shallow contamination; passive biotreatment system installed.
1998	Free-Phase Recover- product (2.5 inches) recovery initiated at MW3.
2001	Water Well Search -five potential water supply wells within search radius.
2001	Impacted Soil Removal-1,120 tons of contaminated soil removed from former UST location; installation of MW 7; install 4 remediation wells and manholes.
2003	RI- Install MWs 8-; install air spurge and soil vapor extraction system.
Periodic	GW Monitoring- groundwater monitoring occurred on at least 18 discreet occasions between 1996 and 2009.
2011	Limited Site Characterization- advance borings along eastern property boundary on property to west of subject site; collect water grab-samples from borings; verified offsite contamination.
2012	Phase I Environmental Site Assessment (ESA)- As part of a DEC Brownfield Assessment and Cleanup (DBAC), the ESA identified multiple potential sources of contamination not previously investigated, including floor drains, hydraulic lifts, underground garage, fuel tanks, drums, and chemical containers.
2012	Additional Environmental Assessment- As part of the DBAC, an evaluation of cleanup alternatives was completed that was designed to meet the requirements of an Analysis of Brownfield Cleanup Alternatives, or ABCA.
2013	Additional Site Characterization- As part of the continuing DBAC, the objective was to fill data gaps as part of pending property purchase due diligence, and consisted of advance six soil borings and install and develop three MWs, GW circuit sampling, drinking water testing, and soil gas sampling

- 2013 Targeted Brownfield Assessment (TBA) - continuing assessment activities to clarify areas not previously investigated to help prioritize cleanup actions were completed Fall 2013. Soil samples collected as part of the TBA reinforced previous conclusions that the bulk of residual contamination at the site is located in the Property's southwest corner, in the vicinity of the former USTs, dispensers, and shop structure. Groundwater data from TBA monitoring wells served to delineate the plume boundary in the prevailing groundwater flow direction.
- 2015 Additional Site Characterization – targeted investigations to address data gaps identified by ADEC, and collect information to design potential remedial actions. Scope included soil borings on the property to more fully characterize vertical contaminant distribution and concentration gradients in the source area, one off-Property soil boring/ monitoring well, and groundwater sample collection from select downgradient monitoring wells.
- 2015 Hydraulic Lift Removal and Cleanup – Two hydraulic lift ram units were encountered during demolition of the former shop structure foundation and floor slab. The two units were removed and disposed, along with approximately 100 cubic yards of solvent- and petroleum hydrocarbon-impacted soil.

Applicable Regulations and Cleanup Standards

The ultimate clean-up goal for the Property is to obtain a Cleanup Complete (CC) or CC with Institutional Controls (CCIC) determination from the DEC. The DEC generally grants a CC status when remedial efforts reduce contaminants in the impacted media to concentrations less than the most stringent DEC Method 2 cleanup criteria, although DEC guidance allows for a CC without meeting the default numerical standards in some circumstances when risk is demonstrated to be sufficiently mitigated.

Reducing the concentrations of contaminants to the most stringent cleanup criteria may not be practicable or cost effective in certain situations. In such cases, the DEC may allow contaminants to remain at higher concentrations if the contamination does not pose an unacceptable risk to human health or the environment. DEC will typically require site controls and/or land use restrictions be placed on the property if contamination remains for compliance by current and future owners. In these situations, the DEC grants a CCIC status. Institutional Controls (ICs) may include long-term groundwater monitoring, a notice of environmental contamination (NEC) on the deed, restrictions on soil excavation or other specific site activities, a ban on installing new drinking water wells, and/or site access restrictions.

The State of Alaska is the lead regulator for this project, and is responsible for making regulatory determinations under the DEC Contaminated Sites program. Site cleanup will be conducted under the State of Alaska Oil and Other Hazardous Substances Pollution Control regulations (18 AAC 75), which provides for protection of human health and the environment based on current and future land uses.

State cleanup standards for contaminated soil and groundwater are presented in Title 18, Chapter 75 of the Alaska Administrative Code (18 AAC 75), Oil and Other Hazardous Substances Pollution Control

(October 2008). The cleanup standards for individual chemicals in soil are based on the DEC's Method 2 cleanup levels listed in Tables B1 and B2, 18 AAC 75.341 (October 2008), for the "under-40-inches precipitation zone." As listed below, distinct soil cleanup levels are provided for the "Direct Contact," "Outdoor Inhalation," and "Migration to Groundwater" exposure pathways. In general, obtaining a CCIC requires the direct contact and outdoor inhalation concentrations be attained in the surface and subsurface soil to a depth of at least 15 feet, unless an IC or site conditions eliminate potential for exposure, and all bulk fuel concentrations (i.e., gasoline, diesel) are less than the Method 2 Maximum Allowable Concentrations (MAC). It is noted, however, that ADEC cleanup policy allows for risk-based CCIC closures that are not tied to the default numeric cleanup standards but instead based on a more holistic evaluation of risk-mitigation measures and institutional controls to prevent exposure. In contrast, a CC without ICs typically requires cleanup to the most stringent Method 2 standard- typically the migration to groundwater standard. Cleanup standards for groundwater are the DEC groundwater cleanup levels listed in Table C, 18 AAC 75.345.

Cleanup Objectives

The overall project objective is to secure a CCIC determination from ADEC that will facilitate private investment and construction of mixed-use commercial and/or residential structures consistent with the community-wide redevelopment plan discussed above. The overall environmental cleanup costs to achieve this goal are anticipated to be greater than those covered by this grant award; these costs will certainly include treatment/disposal of impacted surface soil generated during site redevelopment, but may also include additional source-area soil treatment and/or downgradient plume treatment. Therefore, several specific cleanup objectives may be applicable to this grant award, and will depend on site management decisions presently being contemplated by ADEC. CIHA has been engaged with ADEC for some time to establish the level of site cleanup required to support a CCIC finding. Recent conversations have focused on the risk posed by residual contamination characteristics pertaining to depth, concentrations, and migration stability in context of proposed land uses. Based on the results of this evaluation, additional source-area cleanup may or may not be required.

Analysis of Alternatives

Five remedial action alternatives are being considered, as summarized below.

1. No action alternative- The No Action alternative is included for comparison purposes. This alternative does not comprise a systematic approach to achieving cleanup objectives. (No cost to implement.)
2. Operation of Existing Air Sparging (AS)/ Soil Vapor Extraction (SVE)- Source-area soil and groundwater treatment through operation of the existing AS/SVE system. SVE functions by applying a vacuum to the subsurface, creating a pressure/concentration gradient that strips volatile compounds from soil. The AS component functions by forcing ambient air into the aquifer to strip (volatilize) dissolved-phase organic contaminants and replenish oxygen to promote biological degradation. It is likely the system would need

modification to be functional and upgrades to be effective for substantial source-area cleanup. (Cost -\$900,000 to \$1.7 million over lifetime of cleanup.)

3. In-Situ Chemical Oxidation- Source-area soil and groundwater treatment using a one-time application of chemical oxidant. The objective of this application would be to reduce contaminant concentrations to specific risk-based cleanup levels, and not the most stringent ADEC cleanup standards for CC. (Cost - \$250,000 for one-time application)
4. Soil Excavation and Off-site Treatment (Source Area) - Source-area soil removal with off-site disposal. Excavation of soil up to 18 feet below ground surface to remove the bulk of contaminant mass. Implementation is assumed to entail groundwater dewatering and accommodations for treating/transporting saturated soil. (Cost - \$1.8 million)
5. Soil Excavation and Off-site Treatment (Construction Zone) - Excavation and off-site treatment/disposal of petroleum hydrocarbon-impacted soil in areas disturbed for construction and site development. Assumes excavation up to 5 feet below ground surface and off-site disposal of up to 2,000 cy at the local landfill or thermal treatment facility. (Cost - \$400,000)

Effectiveness. The No Action alternative is considered to be the least effective alternative in meeting the cleanup objectives of site closure, and may not satisfy DEC continuing requirements. Alternatives 2 and 3 are both proven technologies, but are in-situ methods whose effectiveness will depend on a variety of site-specific factors, including subsurface conditions and contaminant distribution. Alternative 3 has a greater certainty for short-term effectiveness than Alternative 2, provided sufficient oxidant-contaminant contact is established, but is limited by the oxidation capabilities of the one-time dosage. Concentration reduction using Alternative 2 would likely be relatively slower, but potentially affects a greater area (depending on system configuration), and can be operated over a longer period of time which could eventually facilitate cleanup to more stringent regulatory thresholds. Alternatives 4 and 5 have the highest certainty and quickest implementation of the five options, by physically removing contaminants from the specific targeted area.

Implementability. The five alternatives considered in this analysis are each implementable, with the exception of the 'No Action' alternative as it is determined unacceptable to DEC. CIHA is seeking rapid and permanent cleanup alternatives for purposes of development with the desire to decrease long-term fiscal commitments to overseeing the property.

Alternative 2 is potentially more easily implemented than Alternatives 3 or 4, as Alternative 2 would take advantage of the AS/SVE system components already present on site. Still, there are concerns regarding the overall potential effectiveness of the present system without substantial system modifications due to limitations on the radius of influence and ability to adequately protect all exposure pathways. Alternative 2 may also commit CIHA to long-term oversight and thus may impact the development potential and some property uses. Alternative 3 is easily and quickly implemented, given the site's current easy access and absence of on-site impediments to desirable injection locations.

Alternative 4 is expected to provide the greatest certainty in concentration reduction in the shortest time. However, it may be the most challenging to implement as the target soils for removal are deep (greater than 10 feet bgs) and would entail temporary removal and storage of relatively clean overburden soil, groundwater dewatering, sufficient setbacks from road rights-of-way, and other logistical challenges. The other alternative involving soil excavation and treatment – Alternative 5 – is easily implemented and most likely will be required at some level for any beneficial reuse of the Property.

Cost. Rough order-of-magnitude (ROM) costs to implement the source-area treatment alternatives (Alternatives 2, 3 and 4) range from an estimated \$250,000 for Alternative 3 – In-Situ Chemical Oxidation, to up to \$1,800,000 for Alternative 4 - Excavation and Off-Site Treatment. The three alternative costs each include a 25% contingency. Since completion of the 2012 report and evaluation and cost estimate, conversations with DEC and additional site data regarding the extent of contamination, has led CIHA to believe that overall volume of source-area soil requiring treatment has decreased, which could result in lower costs than these estimate. If ADEC finds that source-area treatment is not required to protect human health or the environment for the intended land uses, Alternative 5 would be the preferred option. In this scenario, engineering controls and building design may be used to limit intrusive construction methods and mitigate any potential residual vapor intrusion pathway. In addition, natural attenuation processes could be monitored to show effectiveness over time, and ensure groundwater receptors are not at risk. This is a proven and accepted remedial strategy at numerous sites in the Anchorage area, and throughout Alaska.

Attachments:

Table 1- Summary Table Cleanup Alternatives

Figure 1 - Vicinity Map

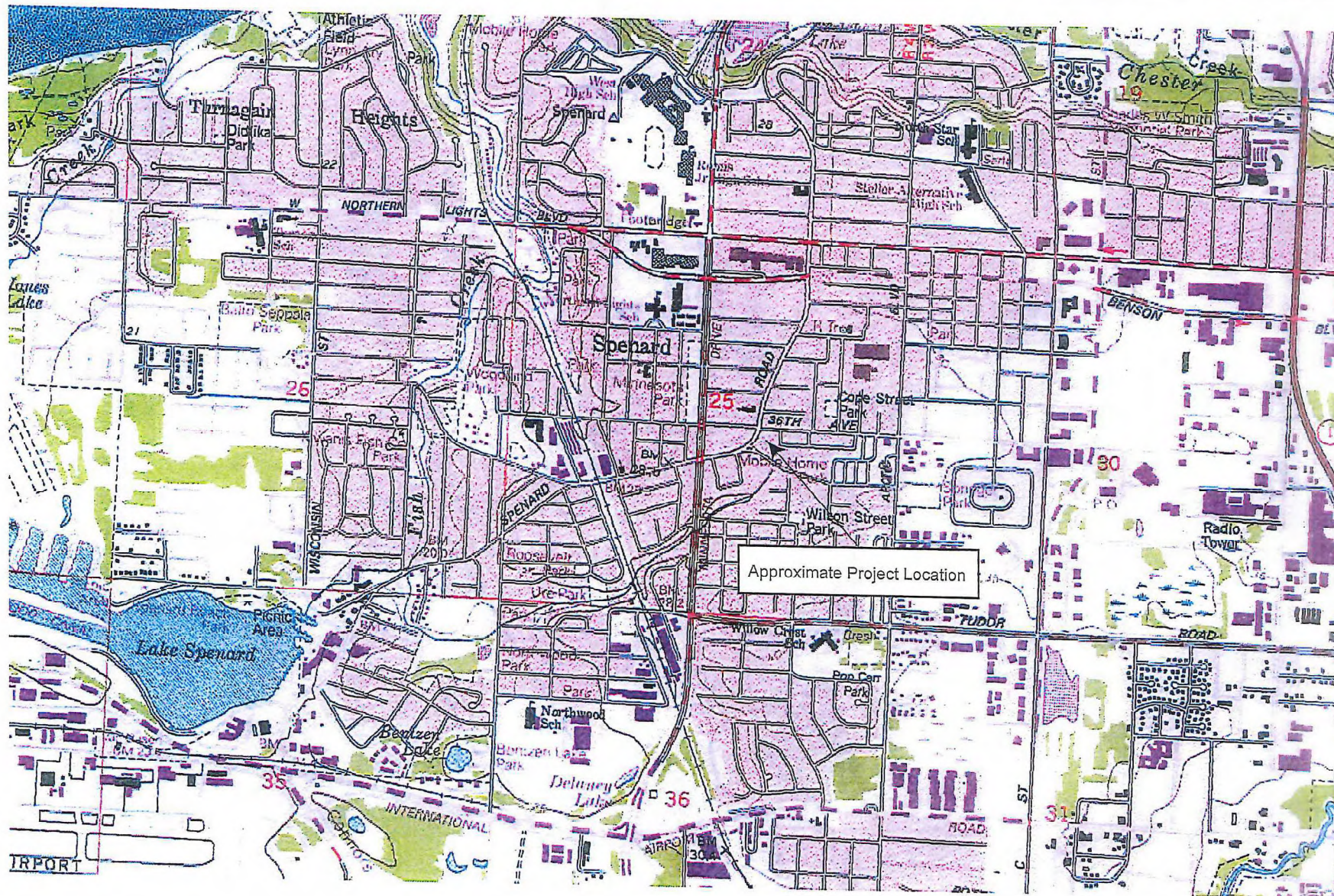
Figure 2 - Site Plan

Figure 3 - Monitoring Well Locations

Figure 4- Potential Contaminant Sources

SUMMARY TABLE
3607 AND 3609 SPENARD ROAD
BROWNFIELD CLEAN UP ALTERNATIVES

Alternatives	Effectiveness	Implementability		Total Costs
	Mechanism to achieve the cleanup objectives	Time to achieve objectives/completion	Other Factors	
Alternative 1 - No Action	This alternative is considered to be the least effective alternative in meeting the cleanup objectives of site closure, and may not satisfy DEC continuing requirements.	This alternative as it is determined unacceptable to DEC.	CIHA is seeking rapid and permanent cleanup alternatives for purposes of development with the desire to decrease long-term fiscal commitments to overseeing the property.	No Cost.
Alternative 2 - Operation of Existing SVE/Air Sparging (AS) / Soil Vapor Extraction (SVE)	This alternative potentially affects a greater area (depending on system configuration), and can be operated over a longer period of time which could eventually facilitate cleanup to more stringent regulatory thresholds.	This alternative has the advantage of the AS/SVE system components already present on site. This may also commits CIHA to long-term oversight and thus may impact the development potential and some property uses	This alternative is potentially more easily implemented than Alternatives 3 or 4. Still, there are concerns regarding the overall potential effectiveness of the present system without substantial system modifications and due to limitations on the radius	\$ 900,000 to \$1.7 million
Alternative 3 - In-Situ Chemical Oxidation	This alternative provided sufficient oxidant-contaminant contact is established, but is limited by the oxidation capabilities of the one-time dosage.	This alternative is easily and quickly implemented, given the site's current easy access and absence of on-site impediments to desirable locations for the injection.		\$ 250,000 for one-time application
Alternative 4 - Soil Excavation and Off-site Treatment (Source Area)	This alternative have the highest certainty and quickest implementation of the five options, by physically removing contaminants from the specific targeted area.	This alternative expected to provide the greatest certainty in concentration reduction in the shortest time.	It may be the most challenging to implement as the target soils for removal are deep (greater than 10 feet) and would entail temporary removal and storage of relatively clean overburden soil, groundwater dewatering, sufficient setbacks from road rights-of-way, and other logistical challenges. The other alternative involving soil excavation and treatment	Up to \$ 1.8 million
Alternative 5 - Soil Excavation and Off-site Treatment (Construction Zone)	This alternative have the highest certainty and quickest implementation of the five options, by physically removing contaminants from the specific targeted area.	This alternative is easily implemented and most likely will be required at some level for any beneficial reuse of the Property.		\$ 400,000



Elevation in Meters
 Contour Interval 5 Meters
 Taken from Anchorage A-8 NW
 U.S. Geological Survey Quadrangle (1994)



3607 and 3609 Spenard Road
 Anchorage, Alaska

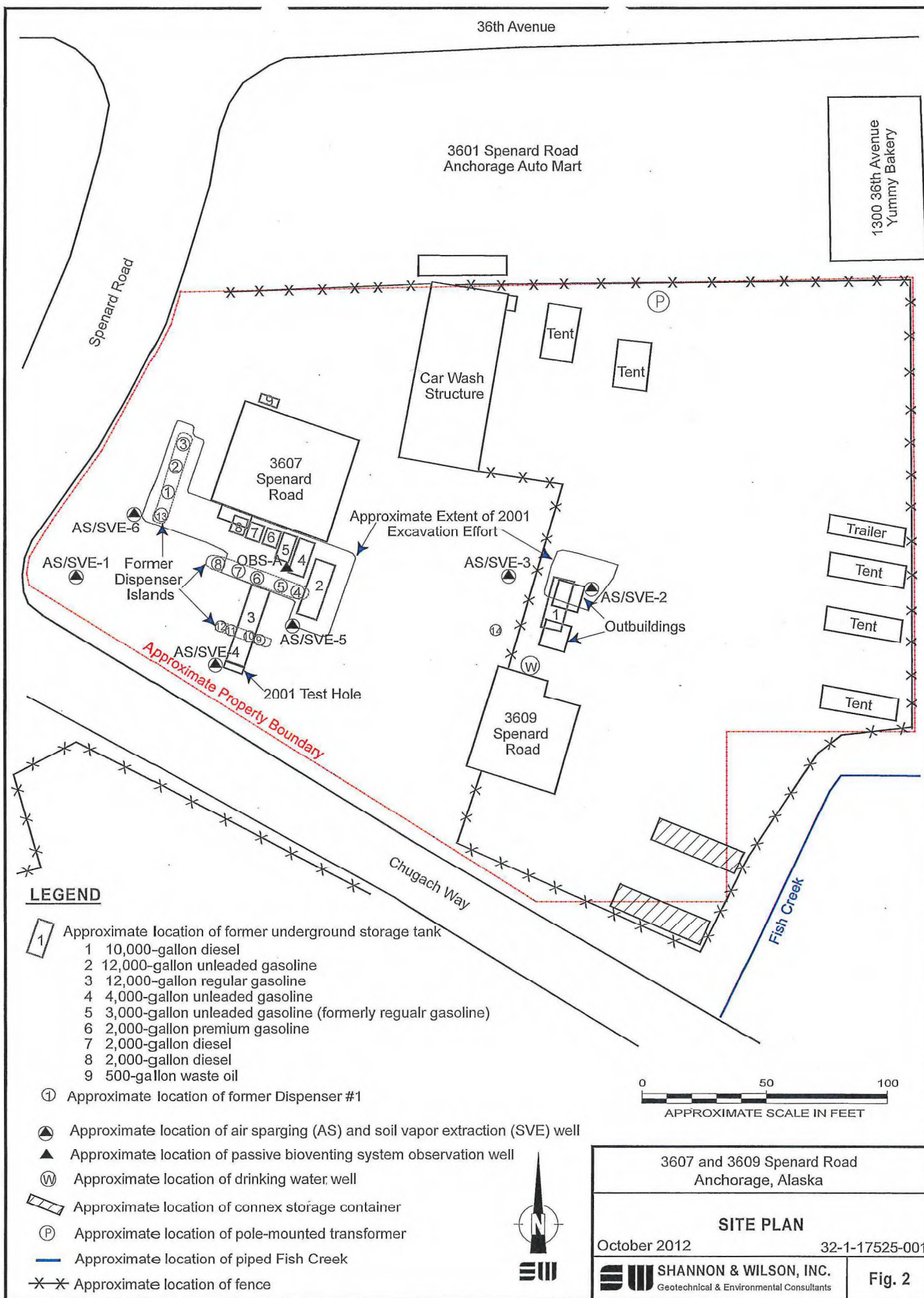
VICINITY MAP

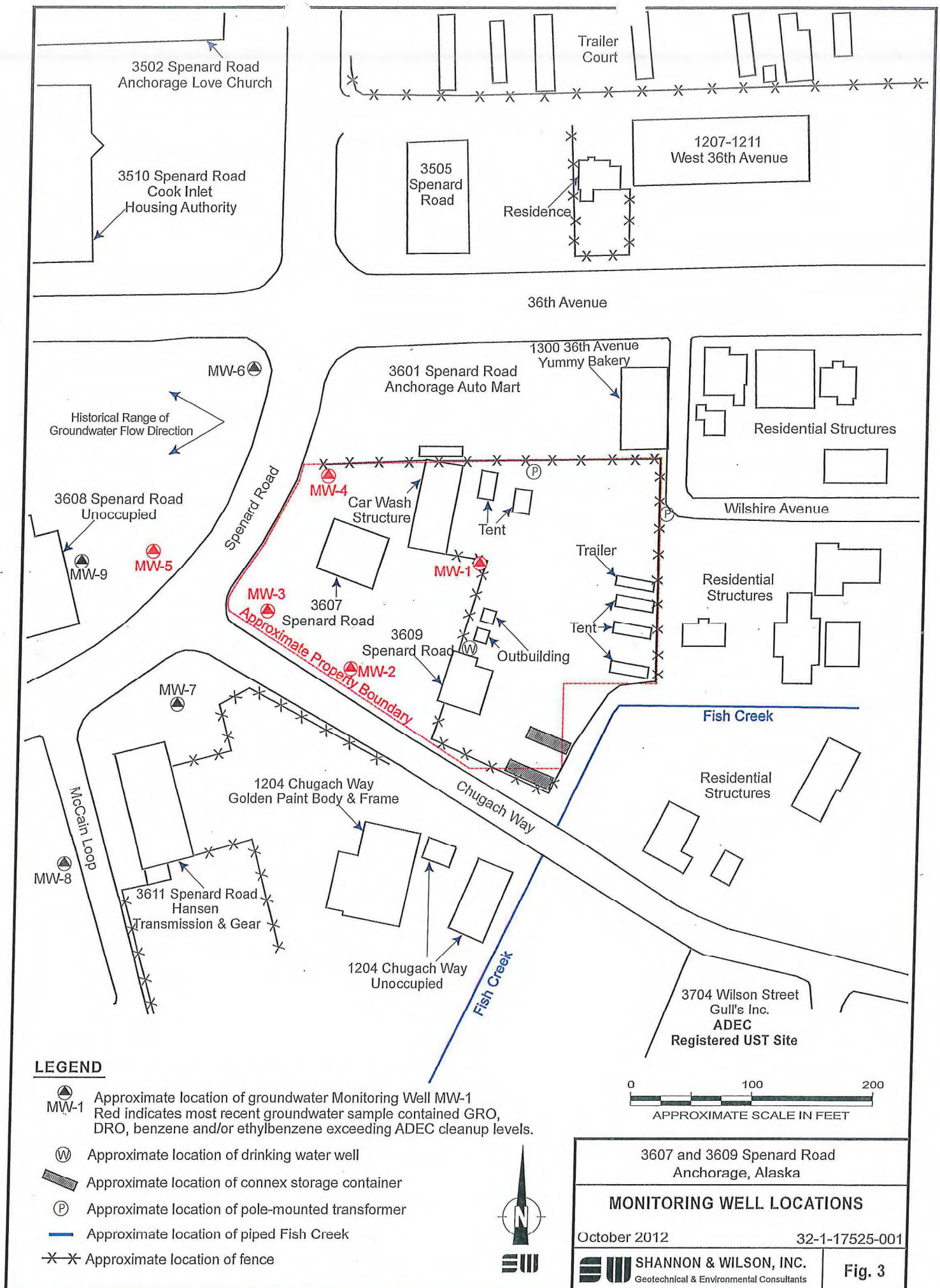
October 2012

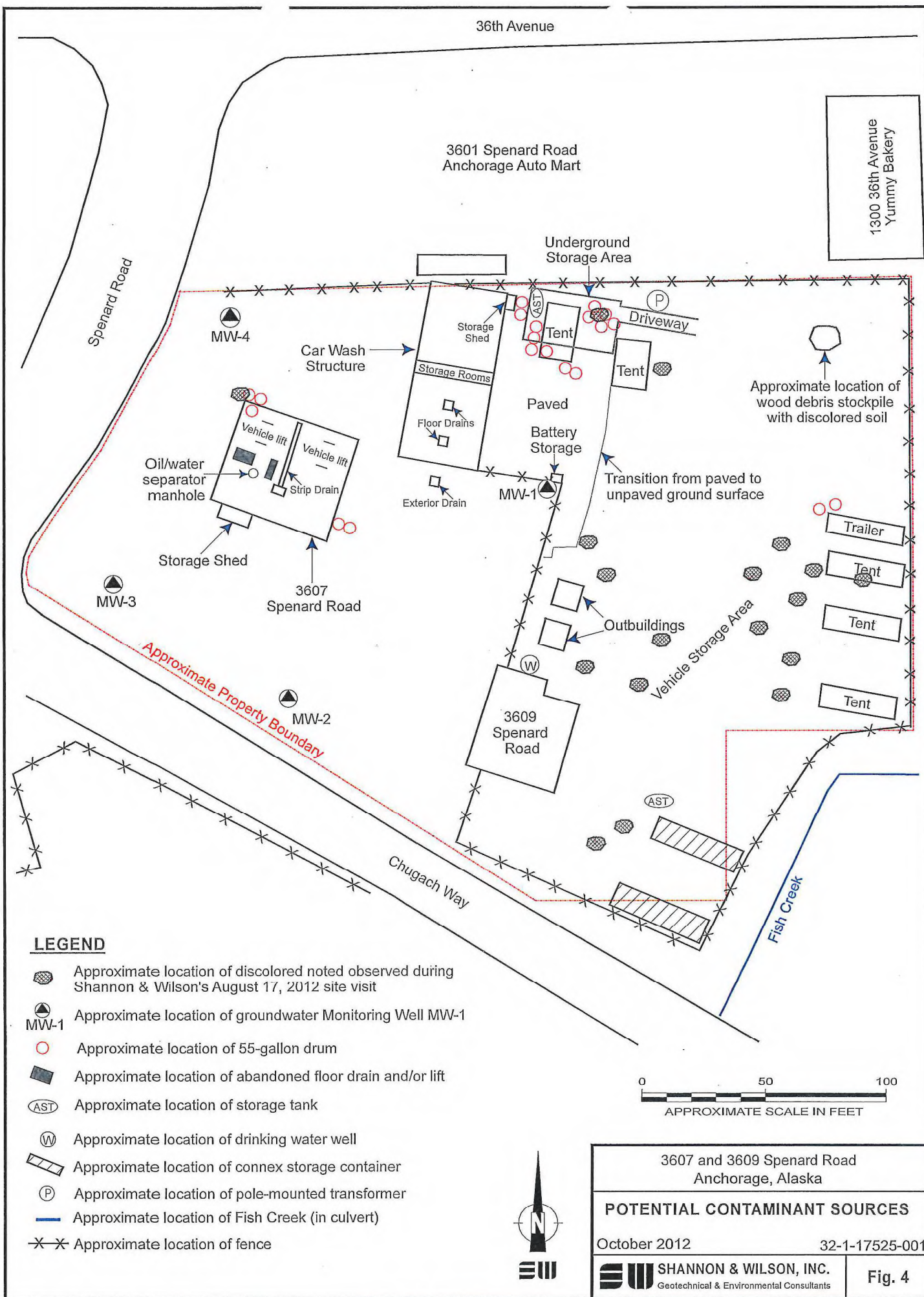
32-1-17525-001

SHANNON & WILSON, INC.
 Geotechnical & Environmental Consultants

Fig. 1







EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
|---|--------------------|
| 1. Transmittal Letter including Other Factors Checklist | (IV.C.1) |
| 2. Narrative Proposal | (V.B) |
| 3. Attachments | |
| a. Threshold Documentation | (III. B and III.C) |
| b. Letter from State Authority | (III. C. 2) |
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| d. Leveraged Funds Commitments | (V.B.2.c) |
| e. Community Notification Documentation | (III.C.6) |
| f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) | (III.C.6) |
| g. Documentation of Non-Profit Status (if applicable) | N/A |
| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |

EPA FY16 Brownfield Cleanup Grants
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SF424 Application Package

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| j. Property Specific Determination (if applicable) | N/A |
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ELIGIBLE ENTITY DOCUMENTATION

(III.C.1.a)

CIHA's creation in 1974 was enabled by the Alaska Legislature via AS 18.55.995 and 996 (see below), which authorized specifically named native organizations to create regional housing authorities. The organization originally empowered to create CIHA was Cook Inlet Native Association (CINA). Attached is the 1974 CINA resolution that created CIHA. Later, it was determined that Cook Inlet Tribal Council (CITC) should replace CINA as the entity empowered to appoint CIHA's Board of Commissioners. Thus, at the request of CITC and CIHA, the Legislature amended the state statute to replace CINA with CITC. Attached is the resolution subsequently passed by CITC through which it assumes the rights and obligations previously possessed by CINA with respect to Article 4 of Title 18 of the Alaska Statutes.

CIHA does not have articles of incorporation. Our creation was expressly authorized under the foregoing provisions of Alaska law. AS 18.55.995 describes CIHA and the other regional housing authorities created under Article 4 of Title 18 of the Alaska Statutes as "public corporations." AS 18.55.996 further describes such entities as "public bod[ies] corporate and politic."

For federal tax purposes, CIHA is considered an instrumentality of the State of Alaska. In 1999, CIHA requested a determination letter from the IRS regarding its federal tax status. The IRS response (attached) states, "The Internal Revenue Code (IRC) makes no provision for the issuance of exemption letters to instrumentalities of a state or municipal [sic] government since Section 115 of the Code excludes their income from the definition of gross income."

Article 04. REGIONAL NATIVE HOUSING AUTHORITIES

Sec. 18.55.995. Purpose and intent.

The legislature finds that an acute shortage of housing and related facilities exists in the villages of the state and that adequate housing cannot be provided by the private sector due to the economic depression that exists in most villages of the state. It is the purpose and intent of the legislature to provide a means for certain Native associations to form public corporations with the powers and duties comparable to those provided in AS 18.55.100 - 18.55.960.

Sec. 18.55.996. Creation of authorities.

(a) The following associations are given the authority specified in (b) of this section:

- (1) Arctic Slope Native Association (Barrow and Point Hope);
- (2) Kawerak, Inc. (Seward Peninsula, Unalakleet, St. Lawrence Island);
- (3) Northwest Alaska Native Association (Kotzebue);
- (4) Association of Village Council Presidents (southwest coast of Alaska including all villages in the Bethel area and all villages on the Lower Yukon River and Lower Kuskokwim River);
- (5) Tanana Chiefs Conference (Koyukuk, the middle and upper Yukon River villages, and the upper Kuskokwim and Tanana River villages);
- (6) Cook Inlet Tribal Council (Kenai, Tyonek, Eklutna, and Seldovia);
- (7) Bristol Bay Native Association (Dillingham, Upper Alaska Peninsula);

(8) Aleut League (Aleutian Islands, Pribilof Islands, and that part of the Alaska Peninsula that is in the Aleut League);

(9) North Pacific Rim Native Corp. (Cordova, Tatitlek, Port Graham, English Bay, Valdez, Seward, Eyak, and Chenega);

(10) Tlingit-Haida Central Council or Alaska Native Brotherhood (Southeastern Alaska);

(11) Kodiak Area Native Association (all villages on and around Kodiak Island);

(12) Copper River Native Association (Copper Center, Glennallen, Chitina, and Mentasta);

(13) Alaska Federation of Natives, Inc.;

(14) Sitka Community Association (Baranof and Japonski Island);

(15) Metlakatla Indian Community (Metlakatla);

(16) Ketchikan Indian Corporation (Ketchikan area, excluding Saxman).

(b) There is created with respect to each of the associations named in (a) of this section a public body corporate and politic to function in the operating area of the individual associations to be known as the regional housing authority of the associations possessing all powers, rights, and functions now or subsequently specified under AS 18.55.100 - 18.55.290, except those specified with respect to the construction and acquisition of public buildings for lease to the state or any authority that is inconsistent with AS 18.55.995. A regional housing authority may enter into agreements with local government, other political subdivisions of the state, the state or the federal government for the exercise of a function or power relating to construction, operation, and maintenance of public facilities or public utilities. Upon execution of an agreement and for the period of the agreement the regional housing authority shall have the same powers and functions relating to the subject matter of the agreement as those that may legally be exercised by the governmental unit with whom the agreement is made including the authority to separately or together with the other unit borrow money and issue notes, bonds, or other evidence of indebtedness to finance a project within the scope of the agreement subject to the express limitations, if any, contained in the agreement. All obligations or liabilities of the regional housing authority shall remain their own and are not obligations or liabilities of the state.

RESOLUTION NO. 74-A

WHEREAS, there is an acute shortage of housing and related facilities existing in the city and villages within the area of Alaska represented by the COOK INLET NATIVE ASSOCIATION; and

WHEREAS, adequate housing cannot be provided by the private sector due to the continuing economic depression in most of the area; and

WHEREAS, the legislature of the State of Alaska by statute enacted in 1971 has provided for the creation of public bodies, corporate and politic, to assist in meeting the shortage of housing and related facilities in Alaska, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOK INLET NATIVE ASSOCIATION AS FOLLOWS:

1. That because of the acute shortage of housing and related facilities existing in the city and villages within the operating area of the COOK INLET NATIVE ASSOCIATION there is a need for an Authority to function as authorized by AS 18.55.995 et seq.

2. The COOK INLET NATIVE ASSOCIATION hereby authorizes the functioning of the public body corporate and politic for the COOK INLET NATIVE ASSOCIATION under the name of THE COOK INLET NATIVE HOUSING AUTHORITY. The COOK INLET NATIVE HOUSING AUTHORITY shall have all of the powers, rights and functions specified in AS 18.55.996.

3. That the following named persons shall be designated as Commissioners of the COOK INLET NATIVE HOUSING AUTHORITY for the terms as shown after each name from and after December 17, 1974.

Carl Marrs

three years

Bobby Kallender

three years

Marion Hostetter

two years

Leo Stephan

two years

Sophie Chase

one year

4. That Carl Marrs shall be designated
as Temporary Chairman of the Board of Commissioners.

Dated at Anchorage, Alaska, this 17th day of December, 1974.

Lillian S. Demoski
Lillian Demoski, Secretary.

Cook Inlet Tribal Council, Inc.

RESOLUTION NO. 84-2

Pursuant to the Cook Inlet Housing Authority

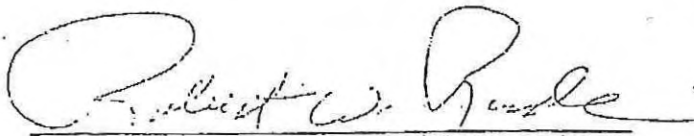
WHEREAS, Cook Inlet Tribal Council, Inc. (CITC), incorporated under the laws of the State of Alaska on August 24, 1983, is a non-profit tribal organization for the purpose of enhancing the cultural and tribal unity, customs and traditions and art of enrollees to the Cook Inlet Region and other Alaska Natives as well as promoting the socio-economic advancement of tribal members and other Alaska Natives in the spirit of self-determination;

WHEREAS, Cook Inlet Region, Inc., designated, appointed and authorized CITC as the tribal organization for CIRI to administer all programs and activities of the tribal governing body which enhance the socio-economic well-being, cultural heritage and health of Alaska Natives;

WHEREAS, there is a critical need for continued and on-going housing programs within the State of Alaska for tribal members and other Alaska Natives;

WHEREAS, the Cook Inlet Housing Authority has requested that CITC become its appointing authority;

NOW THEREFORE BE IT RESOLVED, that CITC in the best interests of CIHA and in its role as the tribal organization for CIRI, agrees to become the appointing authority for the Cook Inlet Housing Authority effective immediately upon the State of Alaska acting upon this change in Section 1. AS 18.55.996(a) of the State Statutes.


Robert W. Rude, President


A. Debbie Fullenwider, Secre

4/5/84
Date: _____

COOK INLET TRIBAL COUNCIL, INC.

Board of Directors

MINUTES

April 5, 1984

A regular meeting of the board of Directors of the Cook Inlet Tribal Council, Inc. was held in the CITC offices at 2510-B Arctic Boulevard, Anchorage, Alaska on April 5, 1984.

The meeting was called to order by Chairman Gularte at 12:15pm. Roll call was taken and a quorum declared present.

Members present: Robert W. Rude, President
Gerald Gularte, Chairman
A. Debbie Fullenwider, Secretary
Ileen Sylvester, Treasurer
Maxim Dolchok
John Evans
Pauline Hooten
Lillian Lapp
Larry Matson, Sr.
Seraphim Stephan

Member absent: Roy M. Huhndorf, Vice President

Staff present: Esther Combs, Executive Director
Sharon D. Sobocienski, Controller

AGENDA

Ms. Combs requested that two items be added to the Agenda under New Business: Personnel Policies and Resolution 84-1; Ms. Fullenwider stated that she had an announcement to make and requested that it be added under New Business. The Agenda was accepted with these revisions.

MINUTES

Mr. Evans moved, seconded by Ms. Fullenwider, that the Minutes of November be approved. The motion carried. MOT

REPORTS

President Rude, Ms. Combs and Ms. Sobocienski gave their reports. Highlights of these reports included the status of bingo and of all grants applied for. Discussion followed.

OLD BUSINESS

Status of BIA 104(a) Grant

Ms. Sobocienski reported on the status of the grant application and stated that she thought it would be May 1 at least before BIA issued their decision. Mr. Rude instructed her to write a letter to Mr. Lestenkof for his signature recapping actions to date and asking for a speed conclusion.

Cook Inlet Housing Authority

President Rude stated that the CIHA Board of Commissioners had sent him letter requesting that the appointing authority be moved to CITC and that they had moved forward to secure a change in State law to reflect this. It was decided that CITC should pass a resolution accepting this responsibility. Ms. Fullenwider requested a short recess during which time the resolution could be prepared. The recess was granted.

Chairman Gularte reconvened the meeting after a five minute recess. It decided to proceed with the agenda.

NEW BUSINESS

Agreement with CINA

Ms. Combs reported that several meetings had taken place between Mr. Rude and his staff and CINA board members and their Executive Director. At this time no firm agreement has been reached; CITC is waiting to hear from CINA. Discussion followed.

Personnel Policies

A draft of the policies had been mailed to all members of the Board for review. Mr. Dolchok moved, seconded by Ms. Hooten, to approve the Policies as drafted. The motion carried. MOT

Resolution 84-1

Ms. Combs presented Resolution 84-1 regarding the Cultural Heritage Program proposal that had been submitted through CIRI to the State legislature for funding. Mr. Evans moved, seconded by Ms. Hooten, that Resolution 84-1 be adopted. The motion carried. Resolution 84-1 was adopted. MOT

Resolution 84-2

Ms. Sobocienski circulated and read Resolution 84-2 regarding the Cook Inlet Housing. President Rude moved, seconded by Ms. Sylvester, that Resolution 84-2 be adopted. The vote was called for. Mr. Dolchok, Mr. Evans, Mr. Stephan and Ms. Fullenwider abstained. The motion carried. Resolution 84-2 was adopted. MOT

Announcement

Ms. Fullenwider announced that as a representative of CITC and CIRI she will attend a national meeting in Washington, D.C. from April 23 through April 26, 1984. She will be attending the first Conference for Women in Emergency and Fire Service Management. One hundred women will be in attendance and she will be the only Alaskan.

President Rude mentioned that Mr. Dolchok had, in January, submitted his letter of resignation as in his then position of Executive Director at CITC he could not serve as a member of the CITC Board. The Board had not met since January so no Board action had taken place in respect to the resignation. Mr. Dolchok no longer occupies that position; therefore, President Rude advised the Board to disregard the resignation. The Board agreed.

Chairman Gularte adjourned the meeting at 1:45pm.

Robert W. Rude

Robert W. Rude
President

A. Debbie Fullenwider

A. Debbie Fullenwider
Secretary

Gerald Gularte
Gerald Gularte
Chairman

/la

Internal Revenue Service

District
Director

Department of Treasury

300 N. Los Angeles Street, MS 7043
Los Angeles, CA 90012

file: 11.
ST. AK.
9-27-0

Cook Inlet Housing Authority
2600 Cordova Street #201
Anchorage, Alaska 99503-2745

Person to Contact: Stephen M. Klopp

Telephone Number: 213-894-2336

Refer Reply to: E0021899

Date: February 18, 1999

re: #92-0068981

RECEIVED

FEB 24 1999

Dear Taxpayer:

Cook Inlet Housing Authority
Connected By:

This letter is in response to your request for a copy of the determination letter for the above named organization.

The Internal Revenue Code (IRC) makes no provision for the issuance of exemption letters to instrumentalities of a state or municipal government since Section 115 of the Code excludes their income from the definition of gross income.

According to IRC Section 170, there shall be allowed as a deduction any charitable contribution (payment of which is made within the taxable year) to a governmental unit.

Section 170(c) defines the term "charitable contribution" as a contribution or gift to or for the use of "A state, possession of the United States, or any political subdivision of any of the foregoing, or the United States, or the District of Columbia, but only if the contribution or gift is made for exclusively public purposes."

If you need further assistance, please contact our office at the above address.

Sincerely,

Stephen M. Klopp

Disclosure Assistant

**SPECIAL WARRANTY DEED**

201-2129940 FATT
The Grantors, GARRETT F. FORSBERG, a married person, whose address is (b) (6) and GREGORY A. FORSBERG II, a married person, whose address is (b) (6) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby convey and warrant unto the Grantee, COOK INLET HOUSING AUTHORITY, whose address is (b) (6) and to the successors and assigns of the Grantee, the following described real property:

That portion of the Southeast one-quarter (SE1/4) of Section 25, Township 13 North, Range 4 West, Seward Meridian, in the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

From the United States land survey iron monument marked quarter corner 25/30; thence South 89°56' West, a distance of 1,589.07 feet along the center line of said Section 25; thence South 0°4' East, a distance of 133.9 feet to the point of beginning; thence South 89°56' West, a distance of 309.73 feet to a point on the East right of way line of the Anchorage-Spenard Road; thence South 31°44' West along the East right of way line of the Anchorage-Spenard Road, a distance of 147.08 feet to a point; thence South 57°34' East, a distance of 263.4 feet to a point; thence North 89°56' East, a distance of 84.1 feet; thence North 0°4' West, a distance of 68.1 feet; thence North 89°56' East, a distance of 78.13 feet; North 0°4' West, a distance of 196.2 feet to the point of beginning.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, conditions, plat notes, by-laws and rights-of-way of record, if any.

The Grantors, for themselves and for their successors in interest, do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantors, and not otherwise, they will forever warrant and defend the said described real estate.

By accepting this Special Warranty Deed, Grantee acknowledges that Grantee has had adequate opportunity to inspect the property conveyed herein as well as all improvements located thereon. Except as specifically set forth in this Special Warranty Deed, this conveyance is made without warranty or representation, either express or implied, and is on an "AS IS" and "WHERE IS" basis.

Law Office of David D. Clark, 805 W Fireweed Lane, Anch AK 99503 Tel 907-277-3995 Fax 907-274-9829

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the premises, all and singular, together with the appurtenances and privileges thereto incident unto said Grantee, and to the successors and assigns of the Grantee, FOREVER.

Grantors do hereby represent and warrant to Grantee(s) that the herein described real property is not claimed as the marital home or homestead of either of the Grantors' spouses or the dependents of the Grantors or the dependents of either of the Grantors' spouses.



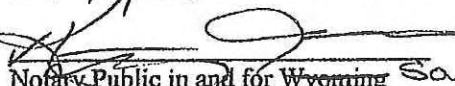
DATED this 10 day of Aug, 2013.

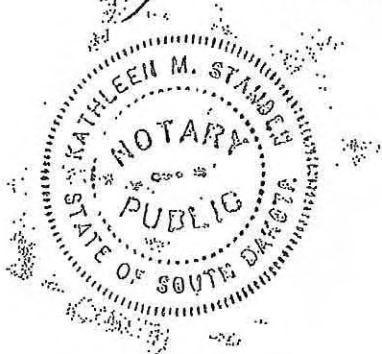
GRANTOR:


GARRETT F. FORSBERG

South Dakota
STATE OF ~~WYOMING~~)
) ss:
COUNTY OF Lawrence)

The foregoing instrument was acknowledged before me this 10 day of August, 2013, by GARRETT F. FORSBERG.


Notary Public in and for Wyoming South Dakota
My Commission expires: 9/17/16



Law Office of David D. Clark, 805 W Fireweed Lane, Anch AK 99503 Tel 907-277-3995 Fax 907-274-9829

Warranty Deed, Page 3 of 5

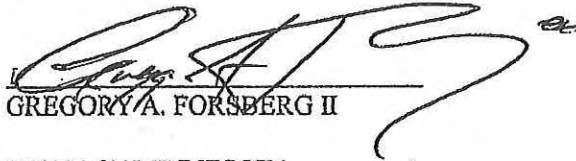


3 of 5

2013-046110-0

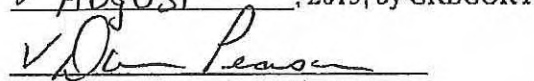
DATED this ✓ 09 day of ✓ August, 2013.

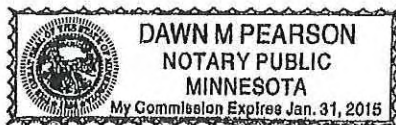
GRANTOR:


GREGORY A. FORSBERG II

STATE OF MINNESOTA)
COUNTY OF ✓ Dakota) ss:

The foregoing instrument was acknowledged before me this ✓ 9 day of ✓ August, 2013, by GREGORY A. FORSBERG II.


Notary Public in and for Minnesota
My Commission expires: Jan. 31, 2015



Law Office of David D. Clark, 805 W Fireweed Lane, Anch AK 99503 Tel 907-277-3995 Fax 907-274-9829

Warranty Deed, Page 4 of 5



4 of 5

2013-046110-0

DATED this 14th day of August, 2013.

GRANTEE:

COOK INLET HOUSING AUTHORITY

By: Jeff Judd
Its: Executive VP of Real Estate

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of August, 2013, by Jeff Judd, its Executive VP of Real Estate

Tia H. Spade
Notary Public in and for Alaska
My Commission expires: 2/25/15



Please record in Anchorage
Recording District & return to
Cook Inlet Housing Authority
3510 Spenard Road Suite 100
Anchorage AK 99503

Law Office of David D. Clark, 805 W Fireweed Lane, Anch AK 99503 Tel 907-277-3995 Fax 907-274-9829

Warranty Deed, Page 5 of 5



5 of 5

2013-046110-0

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

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| a. Threshold Documentation | (III. B and III.C) |
| b. Letter from State Authority | (III. C. 2) |
| c. Letters of Commitment | (V.B.3) |
| d. Leveraged Funds Commitments | (V.B.2.c) |
| e. Community Notification Documentation | (III.C.6) |
| f. Draft Analysis of Brownfield Cleanup Alternatives (ABCA) | (III.C.6) |
| g. Documentation of Non-Profit Status (if applicable) | N/A |
| h. Documentation of Applicant Eligibility | (III.C.1) |
| i. Eligible Entity Documentation | |
| ii. Recorded Deed | |
| i. Justification for clean-up Cost-Share Waiver (if applicable) | N/A |
| j. Property Specific Determination (if applicable) | N/A |
| k. Petroleum Eligibility Determination | (III.C.3.i) |

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

Proposal Content
Cook Inlet Housing Authority

SF424 Application Package

- | | |
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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Environmental
Conservation**

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

555 Cordova St
Anchorage, AK 99501
Main: 907-269-3057
Fax: 907-269-7687
www.dec.alaska.gov

File No: 2100.26.072

December 3, 2015

Susan Morales
USA EPA Region 10
1200 Sixth Ave.
Seattle, WA 98101

RE: Petroleum Site Eligibility- State Determination
Alpina/Spenard Site (3607 and 3609 Spenard Road, Anchorage, Alaska 99503)

Dear Ms. Morales:

The Alaska Department of Environmental Conservation's (DEC's) Contaminated Sites Program in coordination with DEC's Reuse and Redevelopment (R&R) Program has been asked to provide a State Determination Letter for the referenced property for purposes of determining petroleum site eligibility for EPA brownfield clean-up funding. To be eligible for funding it must be determined that:

- The site is of relatively low risk compared with other 'petroleum only' sites in the state,
- There is no viable responsible party,
- The site will not be assessed, investigated, or cleaned up by a person that is potentially liable for cleaning up the site,
- The site must not be subject to a corrective action order under the Resources Conservation and Recovery Act (RCRA 9003(h) and
- Any other State eligibility criteria.

The referenced property is commonly known as the 'Alpina' Site and a redevelopment project was initiated in 2012 by Cook Inlet Housing Authority (CIHA) through the DEC Brownfield Assessment and Cleanup (DBAC) annual solicitation for brownfield projects in Alaska. CIHA proposed a large-scale economic development project in this area and the project prioritized high according to R&R's ranking and evaluation criteria and was subsequently selected for assessment services. The Alpina property is contaminated with petroleum and this letter serves as the determination that the site is eligible for clean-up funding.

Low Risk:

The property is not being cleaned up using LUST trust fund monies and is not subject to a response under the Oil Pollution Act.

Non-viable Responsible Party:

The former owner and responsible party was Mr. Randy Hahn and although an exhaustive review of owner financial records was not possible, R&R identified the former owner as non-viable based on the limited available information available and due to the apparent inability of the former owner to fulfill DEC regulatory requirements in a reasonable and timely manner. EPA concurred and additionally awarded the Alpina site with a Targeted Brownfield Assessment (TBA) which was completed in third quarter of 2014. As part of the TBA consideration process, R&R provided a previous letter of non-viability based on a history of inadequate activity to date. Additional information received by R&R supported its non-viability determination of the former owner as detailed below.

In 1995, Mr. Hahn, entered voluntarily into a compliance order by consent (COBC) requiring tank removal, assessment, and cleanup. Corrective actions continued in varying capacity through approximately 2009, when DEC re-clarified site requirements to include: the quarterly sampling of nine existing monitoring wells; additional offsite release investigation; drinking water well sampling; and continual remediation system operation. However, the former owner was not responsive to the DEC requests, and few, if any of the activities were completed by 2012. The owner also had not paid state cost recovery invoices sent to his attention.

In 2012, the Alpina site was foreclosed upon due to Hahn's default on a debt of approximately \$363,000 to creditors. At that time, there were numerous outstanding liens, notably two in the amounts of \$356,201, and \$284,491. Court records also indicated an outstanding criminal penalty against Mr. Hahn for failure to pay vehicle rental taxes in the amount of \$639,448. There are reportedly unsatisfied judgments against Mr. Hahn related to note defaults in the amounts of \$201,000, \$117,000, \$199,193, \$60,575, and \$188,761.

Based on Mr. Hahn's lack of action and response, it was reasonable to assume that this blighted property in the Spenard neighborhood would continue in its current condition indefinitely. For these, and likely other financial matters, R&R believed the former owner to be incapable of addressing the necessary remedial activities at this site.

It was with this understanding that R&R determined that the former owner was neither viable nor capable and willing to correct site conditions in a reasonable and timely manner.

Clean-up by non-labile owner:

In 2013 the State coordinated a Prospective Purchaser Agreement (PPA) with CIHA to provide for both environmental and economic benefit to the area. This PPA clarified and limited CIHA's financial liability for environmental assessment and cleanup at the site if they purchased the property and made the procurement and revitalization of the property possible. In addition, CIHA needed to understand and agree to the

stipulations in the existing COBC. The PPA committed CIHA to put forth a minimum of \$300,000 toward cleanup of the property although it was expected that cleanup could cost significantly more, and additional sources of funding were not secured. Following a review of available site investigation information, and after additional offsite delineation and groundwater assessment were completed, CIHA was better positioned to determine the financial feasibility of reuse, and affirm its commitment to managing the site properly.

CIHA closed on the property in 2013, continued monitoring groundwater through 2014 and 2015 and completed the final site clearing and demolition work in 2015. Once the ground thaws, the site will be ready for cleanup activities in 2016 and the redevelopment in 2017. CIHA as the current owner is not responsible for the contamination by the previous owner.

Site Subject to RCRA:

At this time, the site is not subject to a corrective action order under the Resources Conservation and Recovery Act (RCRA 9003(h)).

Based on the above criteria, the site is eligible for the EPA clean-up funding and would be part of a larger redevelopment project initiated by CIHA. Offsite migration of contamination and the persistent presence of undefined contamination is compromising the economic vitality of all properties in this area. Stalled efforts to clean up and redevelop this site will diminish the greater neighborhood's revitalization potential that CIHA has already initiated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill O'Connell", is written over a horizontal line.

Bill O'Connell
Environmental Program Manager

EPA FY16 Brownfield Cleanup Grants
EPA-OSWER-OBLR-15-06

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| j. Property Specific Determination (if applicable) | N/A |
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Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

12/18/2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Cook Inlet Housing Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN):

92-0068981

* c. Organizational DUNS:

1028792930000

d. Address:

* Street1:

3510 Spenard Road

Street2:

Suite 100

* City:

Anchorage

County/Parish:

* State:

AK: Alaska

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

99503-3712

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Carel

Middle Name:

* Last Name:

Nagata

Suffix:

Title:

Development Finance Officer

Organizational Affiliation:

Cook Inlet Housing Authority

* Telephone Number:

907-793-3086

Fax Number:

907-793-3070

* Email:

cnagata@cookinlethousing.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OSWER-OBLR-15-06

* Title:

FY16 Guidelines for Brownfields Cleanup Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

CIHA Brownfield Cleanup Spenard

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="150,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="350,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed: